

APPENDIX C

PROOF OF PUBLIC NOTIFICATION

PUBLIC NOTICE

of

Intent To Submit Permit Application

Whited's Wash Pit, Inc.

10017 Drag Strip Road, Keithville, Caddo

Parish, Louisiana 71047

Notice is hereby given that Whited's Wash Pit, Inc. does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permits Division, an application for a permit to continue to operate the Type IA and Type IIA Transfer and Processing Facility in Keithville, Caddo Parish, Township 16N, Range 14W, Section 20, which is approximately 2.6 miles northeast of Keithville, Louisiana.

Comments concerning the facilities may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality

Office of Environmental Services

Permits Division

Post Office Box 4313

Baton Rouge, Louisiana 70821-4313

The Times
December 21, 2006

The Times

PROOF OF PUBLICATION

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared

Altheas Critton personally known to me,

Who being duly sworn, deposes and says that she is the Assistant to the Classified Advertising Manager of The Times, and that the attached Advertisement entitled:

PUBLIC NOTICE OF INTENT TO SUBMIT PERMIT
APPLICATION WHITED'S WASH PIT, INC.

As per copy of advertisement hereto annexed, was published in The Times
on the following dates to wit:

December 21, 2006

(Signed) Altheas Critton

Sworn to and subscribed before me this 21st day of December, 2006

Diana W Barber

DIANA W. BARBER, NOTARY PUBLIC # 60491
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

(Notary)



PUBLIC NOTICE

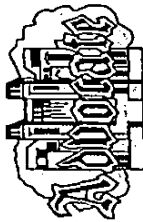
of
Intent To Submit Permit Application
Whited's Wash Pit, Inc.
10017 Drag Strip Road, Keithville,
Caddo Parish, Louisiana 71047

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Louisiana Department of Environmental Quality
Office of Environmental Services
Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

3524227-Dec 21-11



CAPITAL CITY PRESS
PO BOX 588
BATON ROUGE, LA 70821-0588
FED ID NO 72-0146160

DATE: 12-21-06

ACCOUNT NUMBER: 701754

LEGAL ADVERTISING INVOICE

(225) 383-1111

WHITED'S WASH PIT INC

10017 DRAG STRIP RD
KEITHVILLE LA 71047

*** ORIGINAL INVOICE ***

INVOICE NUMBER	TAG/DESCRIPTION	START DATE	STOP DATE	TIMES	SIZE	AMOUNT DUE	PMT/CREDITS
T0352422712	TYPE 1A & 11A	12/21/06	12/21/06	1	210.0	400.50	

LEGAL ADVERTISING INVOICE AFFIDAVITS WILL BE SENT SEPARATELY

LEGAL ADVERTISING INVOICE

THE ADVOCATE / SATURDAY / SUNDAY ADVOCATE

* PLEASE RETURN THIS PORTION WITH REMITTANCE *

INVOICE NUMBER	AMOUNT DUE
T0352422712	400.50

DO NOT FOLD STAPLE OR MUTILATE

ACCOUNT NUMBER	701754
----------------	--------

REMIT AMOUNT \$

CHECK NO

WHITED'S WASH PIT INC

10017 DRAG STRIP RD
KEITHVILLE LA 71047

CAPITAL CITY PRESS
PO BOX 588
BATON ROUGE, LA 70821-0588

APPENDIX D

AGENCY LETTERS

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES LETTER



State of Louisiana

Kathleen Babineaux Blanco
Governor

Department of Wildlife & Fisheries
Post Office Box 98000
Baton Rouge, LA 70898-9000
(225) 765-2800

Janice A. Lansing
Acting Secretary

Date November 2, 2006

Name James Meleton, Jr.

Company Eagle Environmental Services

Street Address 121 McCarey St.

City, State, Zip Shreveport, LA 71106

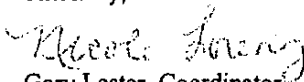
Project Whited's Wash Pit, Inc.: Solid Waste Permit Application
10017 Drag Strip Road, Keithville, LA
Eagle Project No. S-107-0001

Invoice Number 06110218

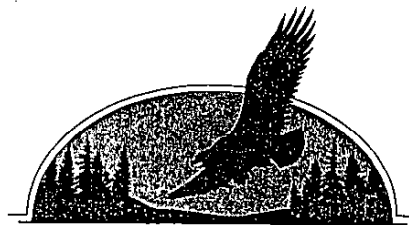
Personnel of the Habitat Section of the Fur and Refuge Division have reviewed the preliminary data for the captioned project. After careful review of our database, no impacts to rare, threatened, or endangered species or critical habitats are anticipated for the proposed project. No state or federal parks, wildlife refuges, scenic streams, or wildlife management areas are known at the specified site within Louisiana's boundaries.

The Louisiana Natural Heritage Program (LNHP) has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the state of Louisiana. Heritage reports summarize the existing information known at the time of the request regarding the location in question. The quantity and quality of data collected by the LNHP are dependent on the research and observations of many individuals. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in Louisiana have not been surveyed. This report does not address the occurrence of wetlands at the site in question. Heritage reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. LNHP requires that this office be acknowledged in all reports as the source of all data provided here. If at any time Heritage tracked species are encountered within the project area, please contact the LNHP Data Manager at 225-765-2643. If you have any questions, or need additional information, please call 225-765-2357.

Sincerely,

for 
Gary Lester, Coordinator
Natural Heritage Program

U.S. FISH AND WILDLIFE LETTERS



E·A·G·L·E

ENVIRONMENTAL SERVICES
OF SHREVEPORT, INC.

121 McCarey Street • Shreveport, Louisiana 71106

Ph. (318) 868-4646 • Fax (318) 868-4141

RECEIVED

OCT 13 2006

FISH & WLDL. SERV
LAFAYETTE, LA.

October 13, 2006

U.S. Fish and Wildlife Service
646 Cajundome Boulevard
Suite 400
Lafayette, LA 70506
Attn: Mr. Russell Watson

**SITE MAY CONTAIN WETLANDS. Contact
the U.S. Army Corps of Engineers
for a jurisdictional determination.**

District: Vicksburg, MS

Telephone No. 601-631-9289

Ref: Whited's Wash Pit, Inc. – Solid Waste Permit Application
10017 Drag Strip Road, Keithville, Louisiana
Eagle Project No. S-107-0001

Dear Mr. Watson:

On behalf of our client, Whited's Wash Pit, Inc., located at 10017 Drag Strip Road in Keithville, Louisiana, we respectfully request a letter of confirmation regarding the following matter.

In accordance with Louisiana Solid Waste Regulations, specifically LAC 33:VII.521.A.1.e, applicants for Solid Waste Permits must provide "a list of all known historic sites, recreation areas, archaeological sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecological areas within 1,000 feet of the facility perimeter or as otherwise appropriate."

The center of the existing facility is located at approximately Latitude 32° 22' 8.25" North and Longitude 93° 48' 54.5" West. Enclosed is a topographic map indicating the area of the facility.

A Solid Waste Permit Application for this facility is in the process of being completed as required by the Louisiana Department of Environmental Quality.

Should you have any questions or require further information, please contact me at (318) 868-4646.

Sincerely,

James Meleton, Jr., PG
Eagle Environmental Services

Enc: As stated.

This project has been reviewed for effects to Federal trust resources under our jurisdiction and currently protected by the Endangered Species Act of 1973 (Act). The project, as proposed,
☒ Will have no effect on those resources
☐ Is not likely to adversely affect those resources.

This finding fulfills the requirements under Section 7(a)(2) of the Act.

Daniel Sullivan Oct 17, 2006

Acting Supervisor

Date

Louisiana Field Office

U.S. Fish and Wildlife Service

LOUISIANA DEPARTMENT OF CULTURE, RECREATION, AND TOURISM LETTERS



MITCHELL J. LANDRIEU
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF STATE PARKS

ANGÈLE DAVIS
SECRETARY

STUART JOHNSON, PH.D.
ASSISTANT SECRETARY

September 5, 2006

Mr. James Meleton, Jr., PG
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Re: Eagle Project No. S-107-0001

Dear Mr. Melton,

I am in receipt of your solicitation of views request for the project for Whited's Wash Pit, Inc. – Solid Waste Permit Application.

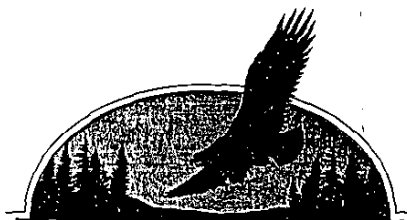
The Division of Outdoor Recreation in the Louisiana Office of State Parks administers the Land and Water Conservation Fund program for Louisiana. In this capacity we compile an inventory of recreational sites within the state for publication in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) published periodically. The most recent SCORP was published for the period of 2003-2008 with an inventory developed in 2003.

Based on the information provided, there does not appear to be any conflict regarding this proposed project at 10017 Drag Strip Road, Keithville, Louisiana, with existing recreational facilities identified in the most recent SCORP.

Sincerely,

A handwritten signature in black ink, appearing to read "Cleve H.", is written over the word "Sincerely,".

Cleve Hardman
Director of Outdoor Recreation



E·A·G·L·E

ENVIRONMENTAL SERVICES
OF SHREVEPORT, INC.

121 McCarey Street • Shreveport, Louisiana 71106

Ph. (318) 868-4646 • Fax (318) 868-4141

October 13, 2006

Department of Culture, Recreation, & Tourism
Office of Cultural Development
Post Office Box 44247
Baton Rouge, Louisiana 70804

Aim: Ms. Laurei Wyckoff, State Historic Preservation Officer

Ref: Whited's Wash Pit, Inc. – Solid Waste Permit Application
10017 Drag Strip Road, Keithville, Louisiana
Eagle Project No. S-107-0001

Dear Ms. Wyckoff:

On behalf of our client, Whited's Wash Pit, Inc., located at 10017 Drag Strip Road in Keithville, Louisiana, we respectfully request a letter of confirmation regarding the following matter.

In accordance with Louisiana Solid Waste Regulations, specifically LAC 33:VII.521.A.1.e, applicants for Solid Waste Permits must provide "a list of all known historic sites, recreation areas, archaeological sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecological areas within 1,000 feet of the facility perimeter or as otherwise appropriate."

The center of the existing facility is located at approximately Latitude 32° 22' 8.25" North and Longitude 93° 48' 54.5" West. Enclosed is a topographic map indicating the area of the facility.

A Solid Waste Permit Application for this facility is in the process of being completed as required by the Louisiana Department of Environmental Quality.

Should you have any questions or require further information, please contact me at (318) 868-4646.

Sincerely,

James Meleton, Jr., PG
Eagle Environmental Services

Enc: As stated.

Date: 11-6-06

No known archaeological sites or historic properties will be affected by this undertaking. This effect determination could change should new information come to our attention.

Pam Breaux: Pam Breaux
State Historic Preservation Officer

OCT 13 2006

U.S. ARMY CORPS OF ENGINEERS LETTERS



DEPARTMENT OF THE ARMY

VICKSBURG DISTRICT, CORPS OF ENGINEERS

4155 CLAY STREET

VICKSBURG, MISSISSIPPI 39183-3435

REPLY TO
ATTENTION OF:

December 18, 2006

Operations Division

SUBJECT: Preliminary Jurisdictional Determination-
Whited Wash Pit, Incorporated

Mr. James Meleton, Jr.
Eagle Environmental Services
121 McCarey Street
Shreveport, Louisiana 71106

Dear Mr. Meleton:

This is in response to your letter concerning possible wetlands in the vicinity of an existing facility (enclosure 1) located in partially in sections 17 and 20, T16N-R14W, Caddo Parish, Louisiana.

Based upon the information provided, it appears that there are jurisdictional areas in the project vicinity subject to regulation pursuant to Section 404 of the Clean Water Act. The approximate extent of possible wetlands and/or other waters of the United States within the vicinity of the project site described in your letter is depicted on the enclosed preliminary map (enclosure 2). Any work involving the discharge of dredged or fill material (land clearing, ditching, filling, leveeing, etc.) within jurisdictional waters will require a Department of the Army Section 404 permit prior to beginning work. For your information, I have enclosed a copy of our appeals form (enclosure 3). Please note that this determination is preliminary and should be used for planning purposes only.

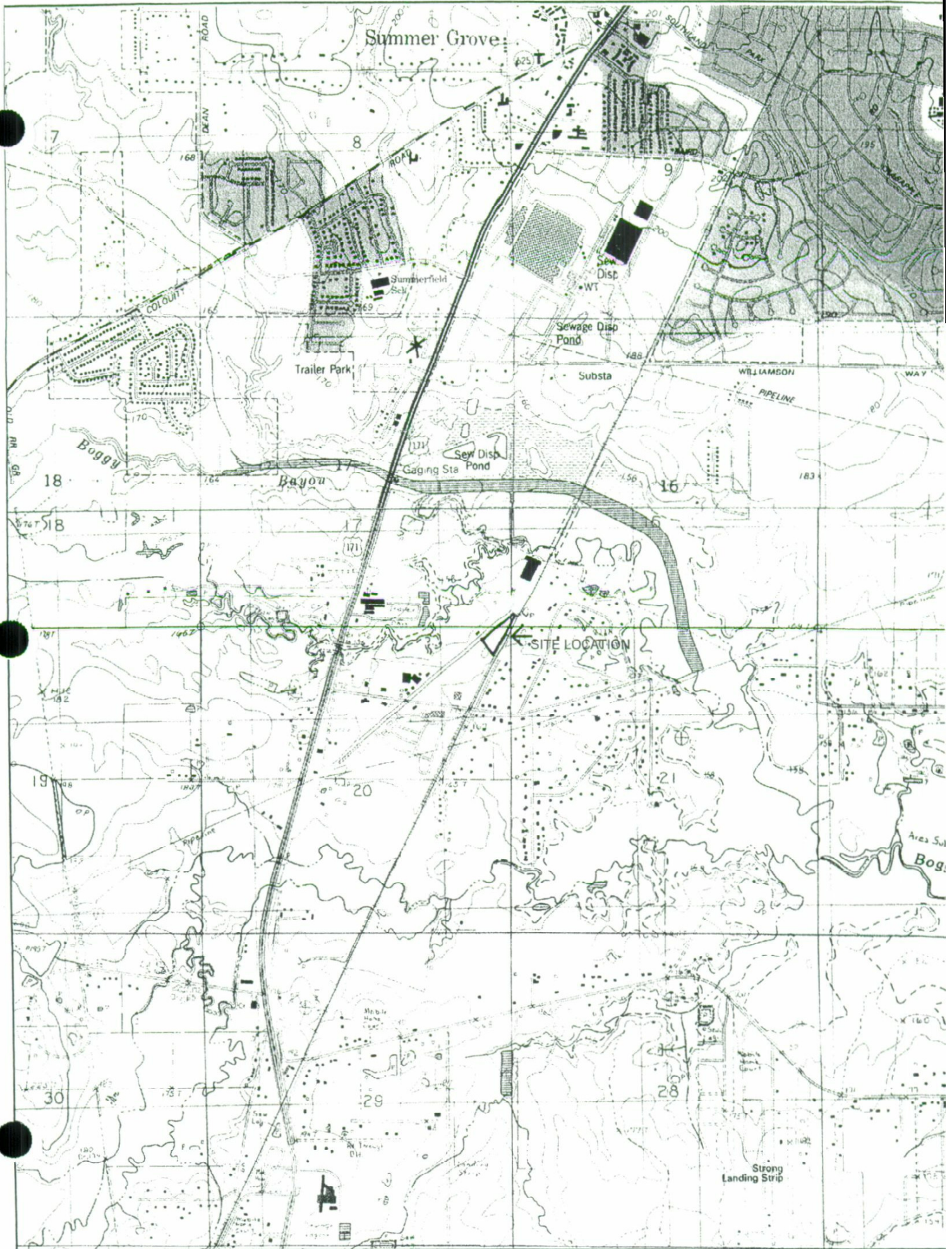
If you have any questions, or expect to work in the areas identified please contact me at telephone number 601-631-5147, telefax (601) 631-5459 or e-mail address: regulatory@mvk02.usace.army.mil and reference the number MVK-2006-1854.

Sincerely,


A handwritten signature in cursive script, reading "David Lofton", is positioned above the typed name.

David Lofton
Acting Chief, Enforcement Section
Regulatory Branch

Enclosures





 Potential Wetlands

0 550 1,100 2,200 Feet



Preliminary Determination
MVK-2006-1854

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Whited Wash Pit	File Number: MVK-2006-1854	Date: December 18, 2006
Attached is:		See Section Below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

U.S. Army Corps of Engineers
David Lofton
Regulatory Branch
4155 Clay Street
Vicksburg, MS 39183-3435
(601) 631-5147

If you only have questions regarding the appeal process you may also contact:

Division Engineer
Attn: Appeals Review Officer
Mississippi Valley Division
Post Office Box 80
Vicksburg, MS 39181-0080
(601)634-5820

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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AIRPORT NOTIFICATION INFORMATION



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

Fort Worth, Texas 76193-0600

APR 04 2007

Mr. James Meleton, Jr., PG
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Dear Mr. Meleton:

This is in response to your letter of October 17, 2006, letter regarding proposed expansion of Whited's Wash Pit, Inc. near Keithville, Louisiana. Using the coordinates provided, we found no public use airports within 5 miles. We have no objection to the expansion of this landfill from the standpoint of bird hazards to aircraft.

This site has been assigned our file No. 27-001LA. Please refer to this number in any future correspondence regarding this site. Thank you for coordinating it with us. If you have any questions, please call me at 817-222-5656.

Sincerely,

A handwritten signature in black ink, appearing to read 'Faye Nedderman', with a long horizontal flourish extending to the right.

Faye Nedderman
Executive Technical Assistant

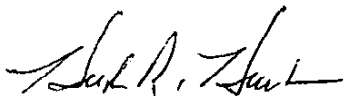
May 14, 2007

Eagle Environmental Services
Mr. James Melton, Jr.
121 McCarey St
Shreveport, LA 71106

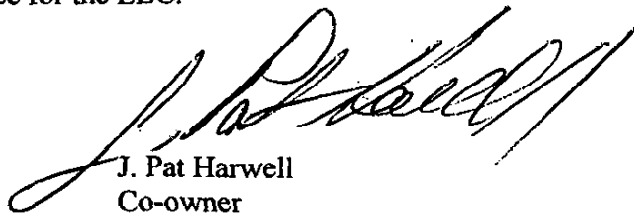
Dear Mr. Melton,

We, the co-owners of Bluebird Hill Airpark, have no objection to the expansion of Whited's Wash Pit, Inc. It will not affect our daily operations.

Mr. James R. Wilson (deceased) is no longer a partner in Bluebird Hill Airpark, LLC. Mr. J. Pat Harwell bought his shares in the LLC prior to Mr. Wilson's demise. Mr. Hugh Hunton is principle addressee for the LLC.



Hugh R. Hunton
Co-owner



J. Pat Harwell
Co-owner

Bluebird Hill Airpark, LLC
2569 Barron Road
Keithville, LA 71047

318-925-2302

APPENDIX E

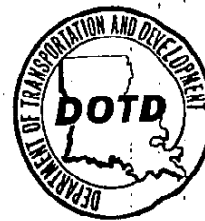
LETTERS CONCERNING TRAFFIC FLOW



KATHLEEN BABINEAUX BLANCO
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 38
Shreveport, Louisiana 71161-0038
(318) 549-8300
FAX (318) 549-8463



JOHNNY B. BRADBERRY
SECRETARY

October 13, 2006

Mr. James Meleton, Jr., PG
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Subject: Whited's Wash Pit, Inc.

Dear Mr. Meleton:

Thank you for your letter dated October 13, 2006. The nearest state highway is US 171, which is a four-lane divided facility. Level of service for this section of roadway is "C". The roadway has a high structural value. The proposed facility should have minimal impact upon US 171.

Please contact us if addition information is needed.

Very truly yours,

John Sanders, P.E.
District Administrator

JS/lto

THE PARISH OF CADDO
DEPARTMENT OF PUBLIC WORKS



Robert Glass
DIRECTOR

Tim Weaver
ASSL. DIRECTOR

Telephone • 318.226.6931
Fax • 318.226.6979

GOVERNMENT PLAZA
505 Travis Street • Suite 820
P.O. Box 1127
Shreveport, Louisiana 71163-1127

May 14, 2007

Eagle Environmental Services
Attn : Mr. James Meleton, Jr., PG
121 McCarey Street
Shreveport, LA 71106

Re: Whited's Wash Pit, Inc.

Dear Mr. Meleton:

Thank you for your letter dated October 13, 2006. Drag Strip Rd in Keithville is a Parish of Caddo road, which is a two lane asphalt road. The existing facility at 10017 Drag Strip Rd should have minimal impact upon Drag Strip Rd and other roads in that area of the Parish.

If you have any questions, comments, or need more information, please contact me anytime.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert Glass", is written over the typed name.

Robert Glass
Director
Parish of Caddo
Public Works / Engineering

Cc: file

APPENDIX F

CERTIFICATE OF OCCUPANCY

38

OFFICE OF ZONING ADMINISTRATION

OF

SHREVEPORT - CADDO PARISH

CITY HALL ANNEX
1237 MURPHY STREET
ROOM #204

Certificate of Occupancy

Certificate No. COC9200493Date 8/12/92Issued to: WHITED'S WASH PIT

(FIRM NAME OR NAME OF OCCUPANT)

Address or Location 10017 Dragstrip Rd.Type of Business Wash Pit -- Vacuum TruckProperty Zoned I-2Name of Owner(s) Paul McColloughMailing Address (same as above)Telephone(s) 635-7414

Remarks _____

This occupancy has been approved as to Zoning requirements.


Charlie W. Allum
(SIGNATURE)Charlie W. Allum
(TYPED NAME)Zoning Administrator
(TITLE)

APPENDIX G

CENSUS INFORMATION

Total population:	24,403	Block count:	223
Housing Units:	10,167	Area within radius:	28.3 sq. mi.

White alone:	20342
Black or African American alone:	3230
American Indian and Alaska Native alone:	165
Asian alone:	261
Native Hawaiian and Other Pacific Islander alone:	9
Some other race alone:	152
Two or more races:	244
Hispanic or Latino:	515

LandView 5 - Census 2000 Profile of General Demographic Characteristics (100%)

County: Caddo Parish, LA

State 22

County: 017

Total population: 252,161

Total Housing Units: 108,296

Persons per sq. mi: 285.9

	Number	PCT		Number	PCT
SEX AND AGE			HISPANIC OR LATINO AND RACE		
Male	119,213	47.3	Hispanic or Latino (of any race)	3,750	1.5
Female	132,948	52.7	Mexican	1,916	0.8
Under 5 years	17,408	6.9	Puerto Rican	314	0.1
Age 5 to 9 years	18,426	7.3	Cuban	96	0.0
Age 10 to 14 years	19,558	7.8	Other Hispanic or Latino	1,424	0.6
Age 15 to 19 years	19,930	7.9	Not Hispanic or Latino	248,411	98.5
Age 20 to 24 years	17,815	7.1	White alone	131,527	52.2
Age 25 to 34 years	32,522	12.9	RELATIONSHIP		
Age 35 to 44 years	36,634	14.5	In households	245,764	97.5
Age 45 to 54 years	33,510	13.3	Householder	97,974	38.9
Age 55 to 59 years	11,786	4.7	Spouse	41,391	16.4
Age 60 to 64 years	10,128	4.0	Child	76,651	30.4
Age 65 to 74 years	17,774	7.0	Own child under 18 years	56,089	22.2
Age 75 to 84 years	12,075	4.8	Other relatives	18,787	7.5
Age 85 years and over	4,595	1.8	Under 18 years	9,791	3.9
Median age	35.1	n/a	Nonrelatives	10,961	4.3
Age 18 years and over	184,654	73.2	Unmarried partner	4,882	1.9
Male	84,780	33.6	In group quarters	6,397	2.5
Female	99,874	39.6	Institutionalized population	4,460	1.8
Age 21 years and over	173,150	68.7	Noninstitutionalized population	1,937	0.8
Age 62 years and over	40,392	16.0	HOUSEHOLDS BY TYPE		
Age 65 years and over	34,444	13.7	Total households	97,974	100
Male	13,211	5.2	Family households (families)	64,980	66.3
Female	21,233	8.4	With own children under 18 yrs ..	30,262	30.9
RACE			Married couple family	41,391	42.2
One race	249,749	99.0	With own children under 18 yrs ..	16,935	17.3
White	133,424	52.9	Female householder, no husband present	19,350	19.8
Black or African American	112,483	44.6	With own children under 18 yrs ..	11,250	11.5
American Indian and Alaska Native	978	0.4	Nonfamily households	32,994	33.7
Asian	1,732	0.7	Householder living alone	28,278	28.9
Asian Indian	389	0.2	Householder 65 years and over ..	10,331	10.5
Chinese	374	0.1	Households with persons under 18 years ..	35,338	36.1
Filipino	181	0.1	Households with persons 65 yrs. and over	24,652	25.2
Japanese	66	0.0	Average household size	2.51	n/a
Korean	104	0.0	Average family size	3.11	n/a
Vietnamese	377	0.2	HOUSING OCCUPANCY		
Other Asian ¹	241	0.1	Total housing units	108,296	100
Native Hawaiian and Other Pacific Is.	76	0.0	Occupied housing units	97,974	90.5
Native Hawaiian	16	0.0	Vacant housing units	10,322	9.5
Guamanian or Chamorro	20	0.0	For seasonal/recreational/occasional use	741	0.7
Samoan	19	0.0	Homeowner vacancy rate (percent)	1.7	n/a
Other Pacific Islander ²	21	0.0	Rental vacancy rate (percent)	10.9	n/a
Some other race	1,056	0.4	HOUSING TENURE		
Two or more races	2,412	1.0	Occupied housing units	97,974	100
RACE alone or combined with one or more other races³			Owner-occupied	62,547	63.8
White	135,272	53.6	Renter-occupied	35,427	36.2
Black or African American	113,456	45.0	Average household size, owner occupied units	2.55	n/a
American Indian and Alaska Native	1,956	0.8	Average household size, renter occupied units	2.43	n/a
Asian	2,201	0.9	LAND AREA		
Native Hawaiian and Other Pacific Is.	219	0.1	Square Miles	881.99	
Some other race	1,743	0.7	Square Kilometers	2,284.35	

1 Other Asian alone, or two or more Asian categories.

2 Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

3 In combination with one or more races listed. The following six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

n/a - Not Applicable

APPENDIX H

SURVEY PLAT MAPS

SUMMER GROVE INDUSTRIAL SUBDIVISION

A SUBDIVISION LOCATED IN THE
NORTH 1/2 OF SECTION 20 AND
THE SE 1/4 OF THE SE 1/4 OF THE
SE 1/4 OF SECTION 17, T16N-R14W,
CADDO PARISH, LOUISIANA.

576473

RECORDED OWNER:

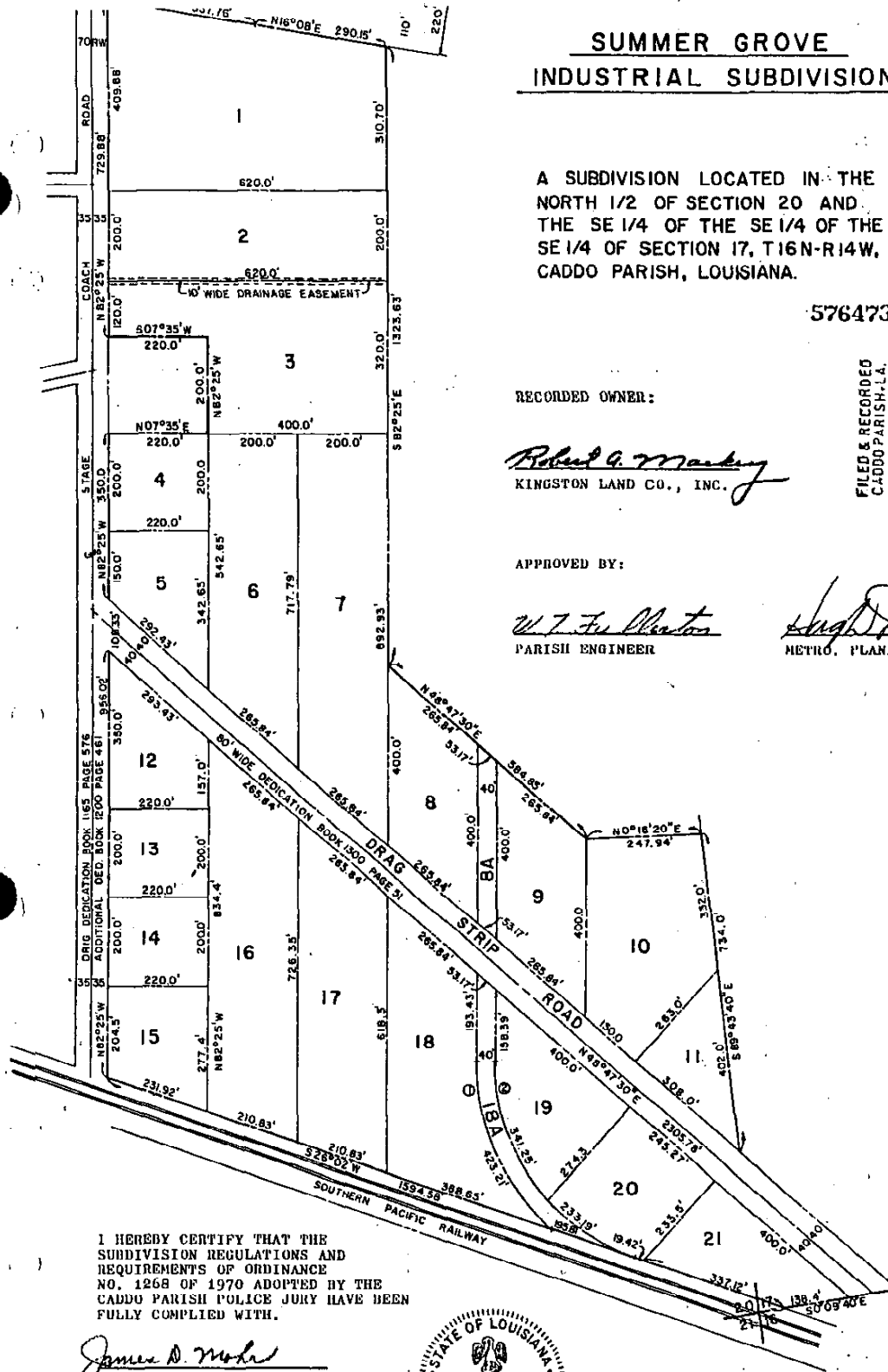
Robert G. Mackay
KINGSTON LAND CO., INC.

FILED & RECORDED
CADDOPARISH, L.A.
OCT 18 2 41 PM '72

APPROVED BY:

W. T. Fu Chanton
PARISH ENGINEER

Hugh D. Dineen
METRO. PLANNING COMM.



I HEREBY CERTIFY THAT THE
SUBDIVISION REGULATIONS AND
REQUIREMENTS OF ORDINANCE
NO. 1268 OF 1970 ADOPTED BY THE
CADDOPARISH POLICE JURY HAVE BEEN
FULLY COMPLIED WITH.

James D. Mohr
JAMES D. MOHR
MOHR AND ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
SHREVEPORT, LOUISIANA



CURVE DATA	
①	$\Delta = 71^{\circ}33'$ $R = 500'$
	$L = 624.39'$ $T = 360.28'$

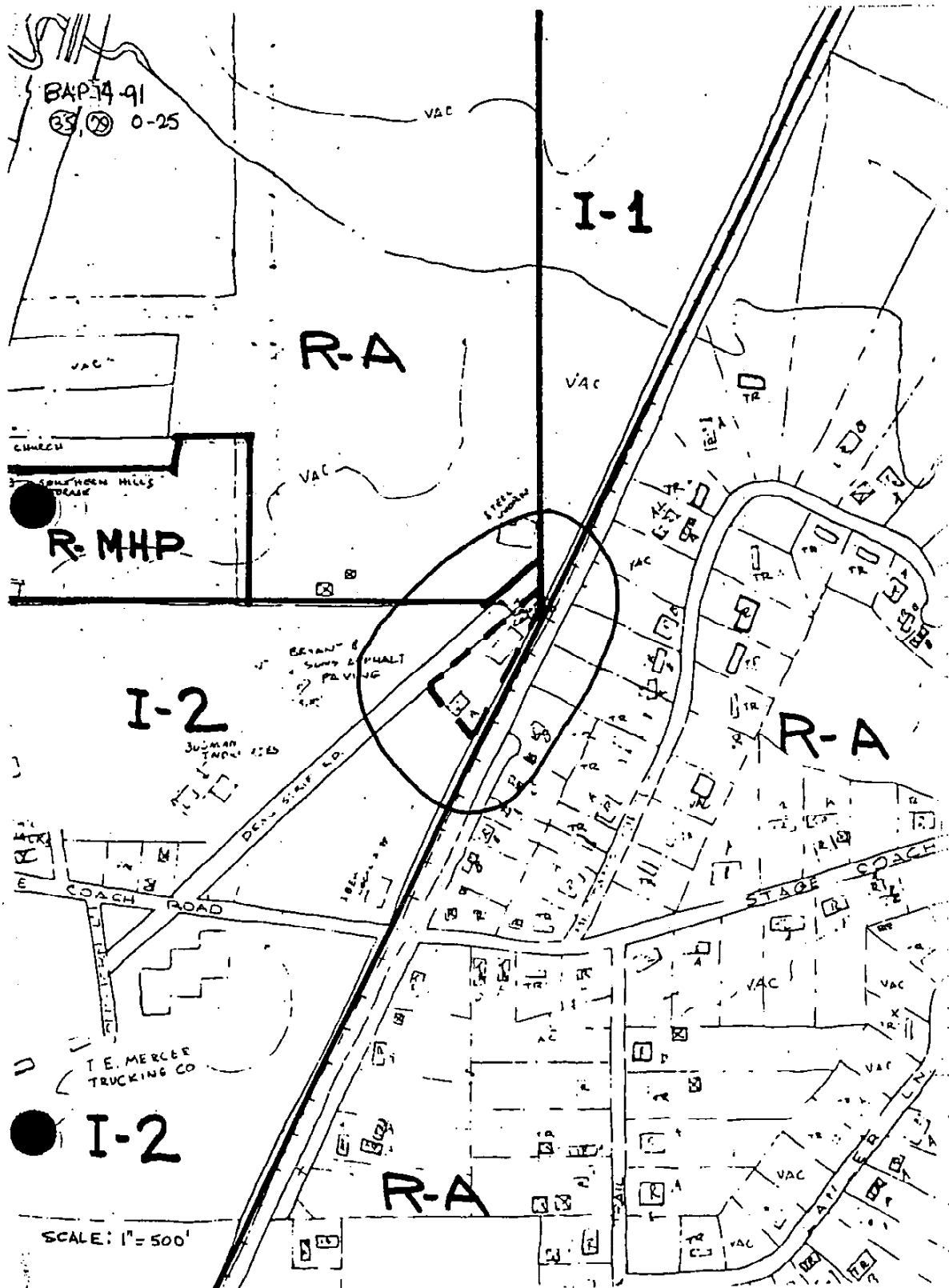
$2 \Delta = 71^{\circ}33'$ $R = 460'$
 $L = 674.74'$ $T = 331.46'$

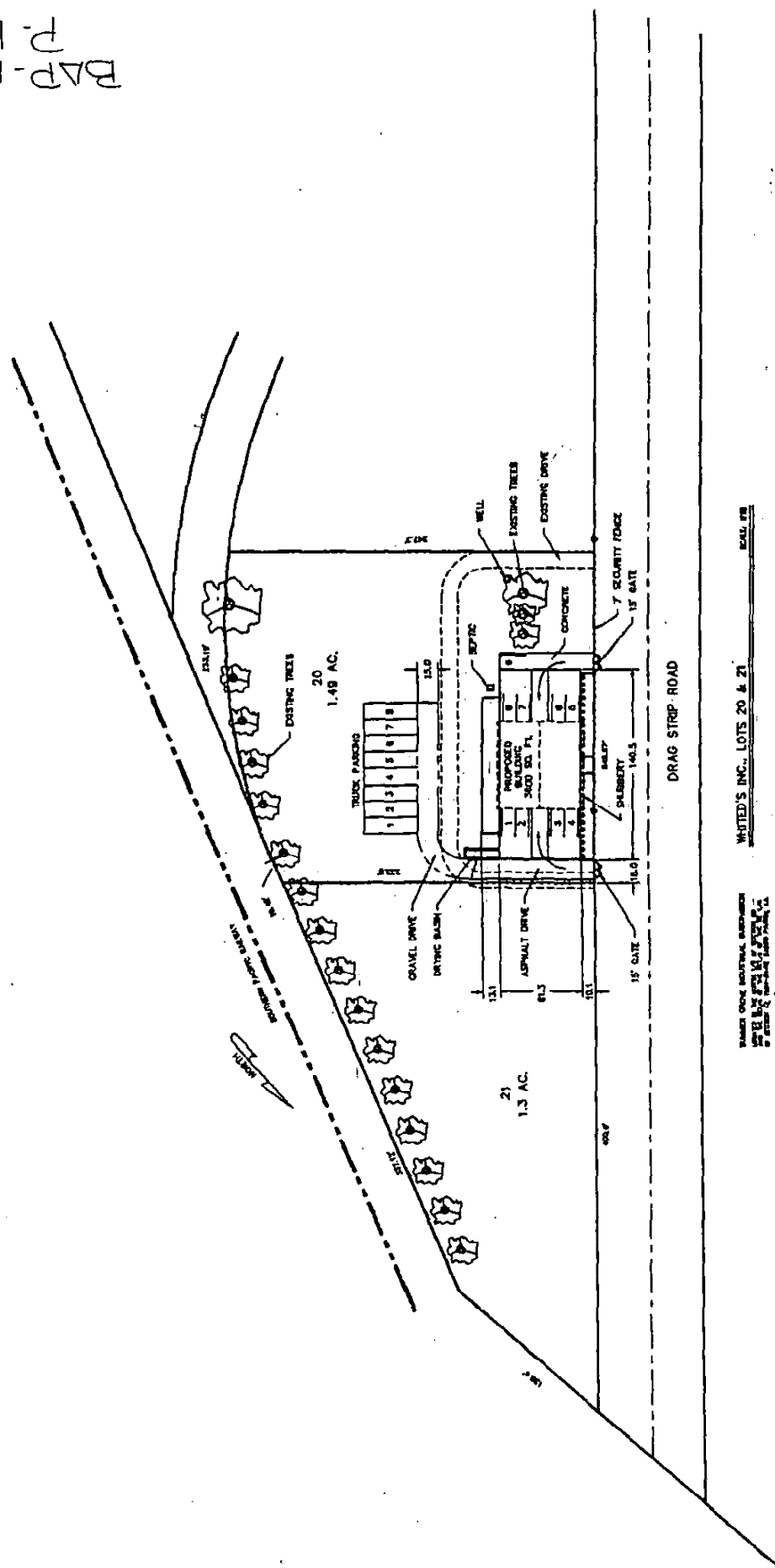
ZONING BOARD OF APPEALS
LAND USE REPORT - JUNE 27, 1991

29

CASE NO: BAP-14-91: 10017 Drag Strip Road
APPLICANT: T. PAUL MCCULLOUGH & RONALD LOYD
LAND OWNER: A-1 Custom Coatings
LOCATION: Northeast end of Drag Strip Road
ZONING: Variance in the front yard setback in an I-2 District
PROPOSED: Office/warehouse reconstructed on existing slab

DISTRICT: 11 - Armstrong





RECEIVED

UNITED'S INC., LOTS 20 & 21

12-01-2014, 17:00

APPENDIX I

EMERGENCY PROCEDURE AND CONTINGENCY PLAN

Whited's Wash Pit, Inc.

Type IA and IIA Transfer and Processing Facility

**AI No. 85869
GPT-017-1865**

EMERGENCY PROCEDURES AND CONTINGENCY PLAN

December, 2006

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
1.0 SCOPE	1
2.0 GENERAL PROCEDURES	1
3.0 PLAN OBJECTIVES.....	1
4.0 IMPLEMENTATION.....	1
5.0 NOTIFICATION PROCEDURES.....	2
6.0 MEDICAL CARE	2
6.1 Hospital	2
6.2 Emergency or First Aid Care	2
7.0 FIRE FIGHTING FACILITIES	2
7.1 Fire Protection Facilities	2
7.2 Outside Source of Fire Protection.....	2
8.0 Emergency Response Procedures	3
8.1 Emergency Telephone Numbers.....	3
8.2 Evacuation Route	3

Attachments

- | | |
|---|--|
| 1 | Emergency Response and Contingency Site Plan |
|---|--|

1.0 SCOPE

This plan applies to emergency situations such as fires, explosions, natural disasters, or any unplanned sudden or non-sudden release of solid waste. The plan applies to those emergency situations, which are the result of solid waste operations. Procedures described in the plan will be used to minimize hazards to human health and damage to the environment.

2.0 GENERAL PROCEDURES

When a release, spill or potential emergency occurs, any facility operations personnel can make the initial notification to management.

The Facility Manager, or his designee, will coordinate the response to the situation. He will decide, based on the situation status, which additional personnel should be involved. A determination of the impact of the incident will be made and the appropriate agencies will be notified as required.

The Facility Manager will be in charge of supervising the containment, cleanup and disposal of spilled material and of notifying the appropriate agencies, as necessary.

3.0 PLAN OBJECTIVES

The key objectives of the emergency effort are to:

- Prevent injuries.
- Minimize environmental consequences.
- Control problems as they develop at the scene.
- Prevent or limit impact on other facility or off-site areas.
- Provide and assign properly equipped and trained emergency response personnel.
- Minimize outage or downtime.
- Maintain good public relations.

4.0 IMPLEMENTATION

The provisions of this plan must be carried out immediately whenever there is a fire, explosion, release, or natural disaster, which could threaten human health or the environment.

5.0 NOTIFICATION PROCEDURES

In the event of an emergency, which could threaten human health or the environment outside of the facility, the Facility Manager will immediately notify the Louisiana Department of Environment Quality (DEQ) by telephone. The report will include the name and telephone number of the reporter; Whited's Wash Pit, Inc. name and address; date, time and type of incident; extent of injuries; and an assessment of possible hazards to human health or the environment outside facility boundaries.

6.0 MEDICAL CARE

6.1 Hospital

Basic care to minor cuts and injuries is available at the facility. In the event of more serious injuries requiring first aid or doctor's care, the Caddo Parish Fire District 6 shall be notified. In addition, Willis-Knighton Health System South in Shreveport is located approximately 2.5 miles to the northeast on Bert Kouns Industrial Loop.

6.2 Emergency or First Aid Care

Whited's ensures that basic care to minor cuts and injuries shall be provided in the event that it is necessary. However, if an accident occurs and more advanced care is needed, the local 911 service shall be notified and emergency personnel shall dispatch and respond to the scene immediately. The Caddo Parish Fire District 6 station is located approximately three miles southwest of the facility on Old Mansfield Road in Keithville.

7.0 FIRE FIGHTING PROCEDURES

7.1 Fire Protection Facilities

Whited's is equipped with fire extinguishers, strategically placed throughout the facility, along with qualified employees. Employees shall only fight fires that are very small and do not require further assistance. If a situation should arise that is beyond the qualifications of the employees at the Whited's facility, Caddo Parish Fire District 6 shall be notified immediately.

7.2 Outside Source of Fire Protection

In the event that additional firefighting assistance is needed, Caddo Parish Fire District 6 on Old Mansfield Road in Keithville will be called. The parish fire station is located approximately three miles southwest of the facility and the standard response time is less than five minutes.

8.0 EMERGENCY RESPONSE PROCEDURES

8.1 Emergency Telephone Numbers

In the event of fire, explosion, injury, or other accident, telephone the appropriate emergency response group from the following list:

Fire Department	911
Ambulance	911
Hospital	Willis Knighton-South 212-5000

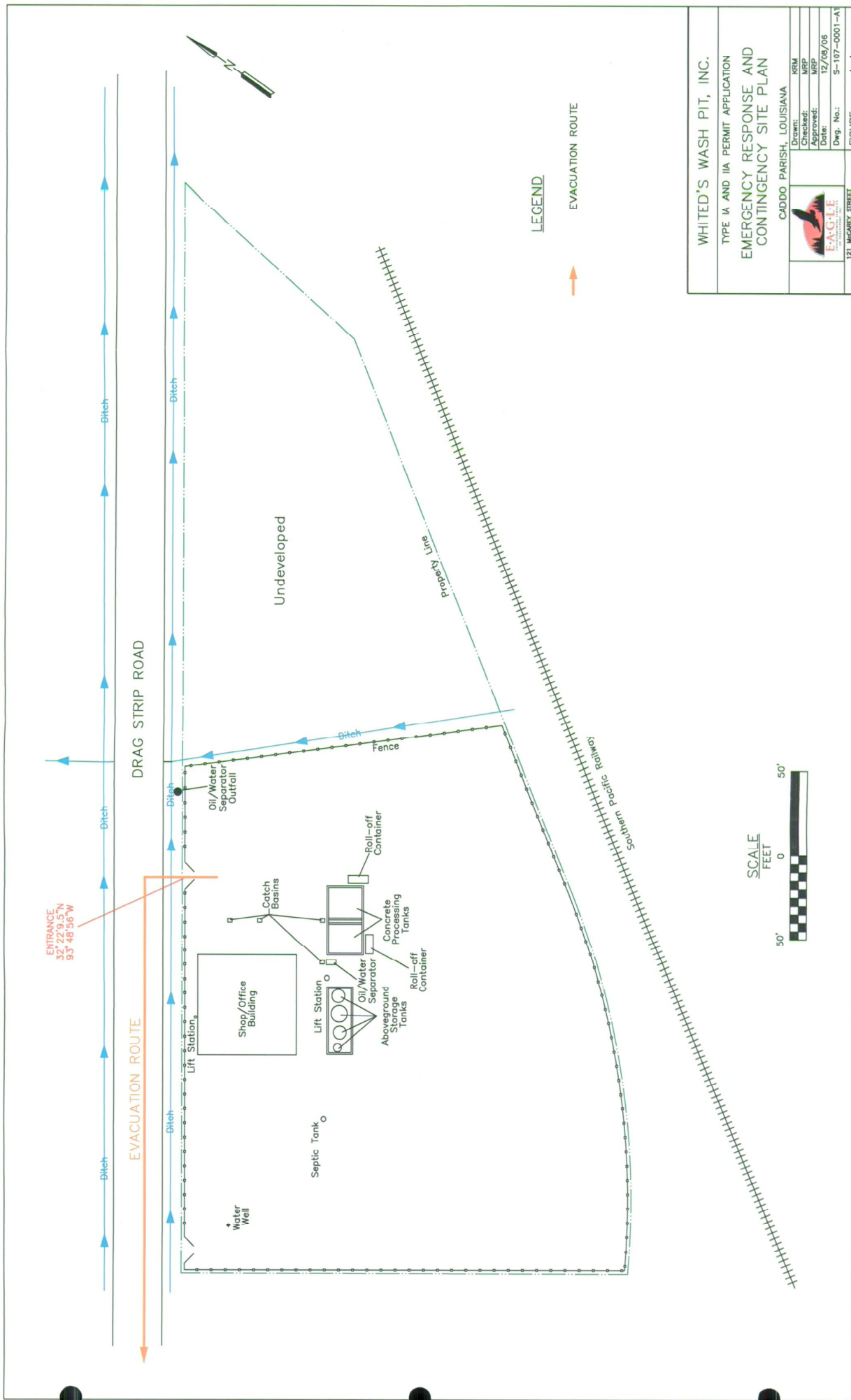
8.2 Evacuation Route

In the case of a fire, explosion, natural disaster, or any unplanned sudden or non-sudden release of solid waste, all operations shall cease at the Whited's facility. Employees and other personnel shall then follow the designated evacuation route for the facility. The designated evacuation route shall be out of the main entrance gate and onto Drag Strip Road in an orderly manner as long as it is safe to do so. All people shall be accounted for to ensure that every employee or person is not in danger or inside the facility. The proper authorities shall also be notified so that the appropriate actions can be taken to correct and gain control of the situation.

The evacuation route is depicted on the Emergency Response and Contingency Site Plan. The Emergency Response and Contingency Site Plan shall be placed in the storage/office building for all employees and personnel to reference in the event that it is needed. The Emergency Response and Contingency Site Plan depicts the facility evacuation route and the locations of fire extinguishers. The Emergency Response and Contingency Site Plan can be found in Attachment 1.

Attachment 1

Emergency Response and Contingency Site Plan



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION
EMERGENCY RESPONSE AND
CONTINGENCY SITE PLAN

Drawn:	KRM
Checked:	MRP
Approved:	MRP
Date:	12/08/06
Dwg. No.:	S-107-0001-A1
FIGURE:	A-1



121 MACKEY STREET
SHERBOURNE, LA 71106

APPENDIX J

DOCUMENTATION FROM LOCAL EMERGENCY RESPONDERS AND HEALTHCARE PROVIDER

CADDO PARISH FIRE DISTRICT NO. SIX

**P. O. BOX 292
KEITHVILLE, LA 71047
PHONE # 318-925-8791
FAX # 318-925-8799
FID#: 72-1037843**

**PAUL IBLINGS, BOARD CHAIRMAN
JERRY TAYLOR RUPERT SEPULVADO
LUTHER LOFTIN ROBERT GILL**

DAMON JOHNSON, Fire Chief

May 21, 2007

**Mr. James Meleton, Jr.
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106**

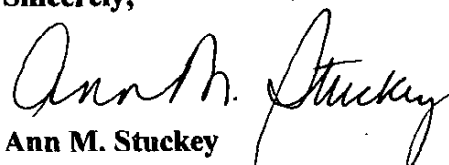
**RE: Whited's Wash Pit, Inc.—Solid Waste Permit Application
 10017 Drag Strip Road, Keithville, Louisiana
 Eagle Project No. S-11-0022**

Dear Mr. Meleton:

Concerning the above reference, Caddo Fire District No. Six does have the ability to meet the response requirements of Section 472 of the Life Safety Code of the National Fire Protection Association. In addition, Caddo Fire District No. Six does has the ability to meet the response requirement of Section 473 of the Life Safety Code of the National Fire Protection Association for emergency medical services.

If you have any questions, please do not hesitate to call us at the telephone number listed.

Sincerely,



**Ann M. Stuckey
Administrative Assistant to
Chief Damon Johnson**

WILLIS-KNIGHTON HEALTH SYSTEM

JAMES K. ELROD

President

CORPORATE OFFICES

2600 Greenwood Road

Shreveport, LA 71103

(318) 212-4785

September 21, 2007

WILLIS-KNIGHTON

MEDICAL CENTER

Shreveport

WILLIS-KNIGHTON

SOUTH

Shreveport

WK BOSSIER

HEALTH CENTER

Bossier City

WK PIERREMONT

HEALTH CENTER

Shreveport

WILLIS-KNIGHTON

CANCER CENTER

Shreveport

WILLIS-KNIGHTON

HEART HOSPITAL

Shreveport

WK PROGRESSIVE

CARE CENTER

Shreveport

WK CLAIBORNE

REGIONAL HEALTH

CENTER

Homer

WORK KARE LOCATIONS

Medical Center

South

Bossier

Pierremont

FITNESS & WELLNESS

LOCATIONS

Medical Center

South

Bossier

Pierremont

Allendale/Pierre Avenue

Claiborne

PROJECT

NEIGHBORHEALTH

NEIGHBORHOOD

LOCATIONS

Shreveport, Louisiana

Martin Luther King

Allendale

Cedar Grove

Plain Dealing, Louisiana

Bradley, Arkansas

WEB SITE

www.wkhs.com

Eagle Environmental Services of Shreveport, Inc.

121 McCarey Street

Shreveport, LA 71106

Re: Whited's Wash Pit, Inc – Solid Waste Permit

10017 Drag Strip Road

Keithville, LA

Eagle Project No. S-107-0001

To Whom It May Concern:

This is to verify that Willis Knighton Health System operates a full service Emergency Department at Willis Knighton South, located at 2510 Bert Kouns in Shreveport, Louisiana. This facility does have the ability to accept and treat victims contaminated with hazardous materials. The first line of treatment, however, should be calling EMS (911) as they have units and personnel available to begin decontamination at the scene.

Willis Knighton is happy to assist you with this process to the best of our abilities. Please feel free to contact me at 318-212-4706 if I can be of any further assistance in this matter.

Sincerely,



Susan Cash, RN

Director, Emergency Services

Willis Knighton Health System

APPENDIX K

SOLID WASTES ANALYSES

02004
502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

Report ID : 11868
Date Received: 01/03/2006
Company: NON - Whited's Wash Pit, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

AEP Sample ID : 85874
Cust Sample ID: 1
Sample Desc.: Grab Pit
Collected Date: 01/03/2006
Location: Whited's Wash Pit
By: JL
Matrix: Solid

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
pH	7.2	units	0.1	1	150.1	01/10/2006 13:00			SFW
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Dry Weight, Percent	80.9	%				01/06/2006 10:00			RWP
Flashpoint	> 210	deg F		1	1010	01/10/2006 10:25			DB
PCBs (85874)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
PCB Solid	< 0.5	mg/kg	0.5	1	8082	01/19/2006 20:46			SW
Semivolatiles (85874)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,2,4-Trichlorobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
1,2-Dichlorobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
1,3-Dichlorobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
1,4-Dichlorobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4,5-Trichlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/08/2006 19:23			RWP
2,4,6-Trichlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dichlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dimethylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dinitrophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4,6-Trichlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dichlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dimethylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dinitrophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,4-Dinitrotoluene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2,6-Dinitrotoluene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-Chloronaphthalene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-Chlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-methyl Naphthalene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-Methylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-Nitroaniline	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP
2-Nitrophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23			RWP

02004



AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID : 11868 Date Received: 01/03/2006	Company: NON - White's Wash Pit, Inc JL Contact: John Lawrence Phone: (318) 925-1383		Address: 10017 Drag Strip Road Keithville, LA 71047 Fax: (318) 925-9238				
3-Methylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
3-Nitroaniline	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4,6-dinitro-2-methylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-Bromophenyl phenyl ether	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-chloro-3-methylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-Chloroaniline	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-chlorophenyl phenyl ether	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-Methylphenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-Nitroaniline	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
4-Nitrophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Acenaphthene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Acenaphthylene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Anthracene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Azobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzo [a] anthracene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzo [a] pyrene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzo [b] fluoranthene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzo [g,h,i] perylene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzo [k] fluoranthene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Benzyl Alcohol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
bis (2-chloroethoxy) methane	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
bis (2-ethylhexyl) phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Butyl benzyl phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Chrysene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Dibenzo [a,h] anthracene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Dibenzofuran	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Diethyl phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Dimethyl phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
di-n-butyl phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
di-n-octyl phthalate	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Diphenylamine	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID : 11663
Date Received: 01/03/2006
Company: NON - White's Wash Pitt, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Diag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

Fluoranthene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Fluorene	< 0.308	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Hexachlorobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Hexachlorobutadiene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Hexachlorocyclopentadiene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Hexachloroethane	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Indeno [1,2,3-cd] pyrene	< 0.308	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Isophorone	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Naphthalene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Nitrobenzene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
n-Nitroso-di-n-propylamine	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Pentachlorophenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Phenanthrene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Phenol	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP
Pyrene	< 0.309	mg/kg	0.309	20:1	8270	01/09/2006 19:23	RWP

TCCLP Metals (85874)

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Arsenic	< 0.02	mg/L	0.02	1	1311/6010B	01/25/2006 14:51		5	JDB
Barium	1.50	mg/L	0.001	1	1311/6010B	01/25/2006 14:51		100	JDB
Cadmium	< 0.001	mg/L	0.001	1	1311/6010B	01/25/2006 14:51		1	JDB
Chromium	0.01	mg/L	0.01	1	1311/6010B	01/25/2006 14:51		5	JDB
Lead	0.02	mg/L	0.02	1	1311/6010B	01/25/2006 14:51		5	JDB
Mercury	< 0.05	mg/L	0.05	1	1311/6010B	01/25/2006 14:51		0.2	JDB
Selenium	< 0.02	mg/L	0.02	1	1311/6010B	01/25/2006 14:51		1	JDB
Silver	< 0.001	mg/L	0.001	1	1311/6010B	01/25/2006 14:51		5	JDB

TPH (85874)

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
TPH Solid (1664)	26260	mg/kg	50	1	1664	01/05/2005 10:25			DB

Volatiles (85874)

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,1,1,2-tetrachloroethane	< 0.05	mg/kg	0.05	1:10	8280	01/04/2006 18:24			RWP

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960



Report ID : 11868 Date Received: 01/03/2006		Company: NON - Whited's Wash Pit, Inc JL Contact: John Lawrence Phone: (318) 925-1383			Address: 10017 Drag Strip Road Keithville, LA 71047 Fax: (318) 925-9238		
1,1,1-trichloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,1,2,2-tetrachloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,1,2-trichloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,1-dichloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,1-dichloroethene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,1-dichloropropane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,2,3-trichlorobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,2,4-trichlorobenzene	2.04	mg/kg	0.05	1:10	8260	01/04/2006 18:24	E
1,2-dibromoethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,2-dichlorobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,2-dichloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,2-dichloropropane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,3,5-trimethylbenzene	0.63	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,3-dichlorobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,3-dichloropropane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1,4-dichlorobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
1-chlorobutane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
2,2-dichloropropane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
2-chlorotoluene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
2-hexanone	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
4-isopropyl toluene	0.53	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
4-methyl-2-pentanone	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Allyl chloride	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Benzene	0.19	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Bromobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Bromochloromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Bromodichloromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Bromoform	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Bromomethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Carbon disulfide	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Carbon tetrachloride	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report



Report ID : 11868 Date Received: 01/03/2006	Company: NON - White's Wash Pit, Inc JL Contact: John Lawrence Phone: (318) 925-1383				Address: 10017 Drag Strip Road Keithville, LA 71047 Fax: (318) 925-9238		
Chlorobenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Chloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Chloroform	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Chloromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
cis-1,2-dichloroethene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
cis-1,3-dichloropropene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Dibromochloromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Dibromomethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Dichlorodifluoromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Diethyl ether	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Ethylbenzene	0.25	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Hexachlorobutadiene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Hexachloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Isopropylbenzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
m&p-xylene	1.84	mg/kg	0.05	1:10	8260	01/04/2006 18:24	E
MEK	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Methyl acrylate	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Methyl Iodide	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
MTBE	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Naphthalene	0.89	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
n-butyl benzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
o-xylene	1.47	mg/kg	0.05	1:10	8260	01/04/2006 18:24	E
Pentachloroethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Propionitrile	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
sec-butyl benzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Styrene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
tert-butyl benzene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Tetrachloroethene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Toluene	0.94	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
trans-1,2-dichloroethene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
trans-1,3-dichloropropene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP

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Analysis Report

502 North Allen Ave.
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Report ID : 11868	Company: NON - White's Wash Pit, Inc JL	Address: 10017 Drag Strip Road
Date Received: 01/03/2006	Contact: John Lawrence	Keithville, LA 71047
	Phone: (318) 925-1383	Fax: (318) 925-9238

Trichloroethylene	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Trichlorofluoromethane	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Vinyl acetate	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP
Vinyl Chloride	< 0.05	mg/kg	0.05	1:10	8260	01/04/2006 18:24	RWP

Waste Characterization (B5874)							
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Tech
Reactivity (CN)	< 50	HCN mg/kg	50	1	SW 846 7.0	01/11/2006 13:30	JID
Reactivity (Sulfide)	100	H2S mg/kg	50	1	SW 846 7.0	01/10/2006 10:00	JID

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

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Report ID : 11868
Date Received: 01/03/2006
Company: NON - White's Wash Pit, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

Quality Control Data											
Date	Parameter	Sample ID	Blank		Standard		Spite		Surrogate % Recovery	Duplicate % Difference	Tech
			Value	Recovery	%	Value	Recovery	%			
1/4/2006	1,1-Dichloroethene	85742	< 0.005	44.99	90.0	50	43.93	87.9	0.6	RWP	
1/9/2006	1,2,4-Trichlorobenzene	85874	< 0.250	4.36	21.8	20	4.5	22.5	12.1	RWP	
1/4/2006	1,2-dichloroethane-d4	85874								RWP	
1/9/2006	1,4-Dichlorobenzene	85874	< 0.250	3.16	15.8	20	1.48	7.5	9.9	RWP	
1/9/2006	2,4,6-Trichlorophenol (Surrogate)	85874							13.0	RWP	
1/9/2006	2,4-Dinitrotoluene	85874	< 0.250	6.77	33.9	20	12.72	63.8	6.2	RWP	
1/9/2006	2-Chlorophenol	85874	< 0.250	4.78	23.9	20	5.28	26.5	9.0	RWP	
1/9/2006	2-Fluorobiphenyl (Surrogate)	85874							12.0	RWP	
1/9/2006	2-Fluorophenol (Surrogate)	85874							9.0	RWP	
1/4/2006	4-SFB (Surrogate)	85874							98.0	RWP	
1/9/2006	4-Chloro-3-methylphenol	85874	< 0.250	8.29	31.5	20	10.43	52.2	15.8	RWP	
1/9/2006	4-Nitrophenol	85874	< 0.250	7.89	39.5	20	1.06	5.3	4.3	RWP	
1/9/2006	Acanaphylene	85874	< 0.250	6.19	31.0	20	8.33	41.7	11.0	RWP	
1/25/2006	Arsenic	85540	< 0.02	0.804	100.5	0.8	0.908	113.5	0.0	JDB	
1/25/2006	Barium -	85540	< 0.001	0.2	100.0	0.2	0.189	94.5	2.3	JDB	
1/4/2006	Benzene	85742	< 0.005	48.89	97.8	50	48.55	97.3	4.7	RWP	
1/25/2006	Cadmium	85540	< 0.001	0.2	101.0	0.2	0.236	118.0	0.0	JDB	
1/4/2006	Chlorobenzene	85742	< 0.005	47.23	94.5	50	48.23	96.5	0.3	RWP	
1/25/2006	Chromium	85540	< 0.01	0.4	100.0	0.4	0.435	108.8	0.0	JDB	
1/4/2006	Dibromofluoromethane (Surrogate)	85874							107.0	RWP	
1/10/2006	Flashpoint	858741								DB	
1/25/2006	Lead	85540	< 0.005	1	99.8	1	1.103	110.3	0.0	JDB	
1/25/2006	Mercury	85540	< 0.02	0.7	98.6	0.7	0.804	114.9	0.0	JDB	
1/9/2006	Nitrobenzene-d5 (Surrogate)	85874							7.0	RWP	
1/9/2006	p-Nitroso-di-n-butylamine	85874	< 0.250	4.74	23.7	20	8.43	42.2	4.6	RWP	
1/19/2006	PCB Solid	85946				0.5	0.41	82.0	0.0	SW	
1/19/2006	PCB Solid		< 0.5	1.5	91.3					SW	
1/9/2006	Pentachlorophenol	85874	< 0.250	4.59	23.0	20	8.15	40.8	8.4	RWP	
1/10/2006	pH									SW	
1/9/2006	Phenol	85874	< 0.250	8.99	99.8				0.6	SW	
1/9/2006	Phenol-d6 (Surrogate)	85874				20	8.13	40.7	6.5	RWP	
1/9/2006	p-Terphenyl-d14 (Surrogate)	85874							13.0	RWP	
1/9/2006	Pyrene	85874	< 0.250	7.35	36.8	20	9.98	49.9	0.8	RWP	



AEP ANALYTICAL CHEMISTRY SERVICES
Analysis Report

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502 North Allen Ave.
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Report ID : 11868	Company: NON - Whited's Wash Pit, Inc J/L	Address: 10017 Drag Strip Road								
Date Received: 01/03/2006	Contact: John Lawrence	Keithville, LA 71047								
	Phone: (318) 925-1383	Fax: (318) 925-9238								
1/11/2006	Reactivity (CN)	<50	0.5	0.555	111.0	0.01	0.011	110.0	0.0	JID
1/11/2006	Reactivity (CN)	85874								JID
1/10/2006	Reactivity (Sulfide)		50	50	100.0					JID
1/10/2006	Reactivity (Sulfide)	85874	4	100	100.19	50	54	108.0	11.3	JID
1/25/2006	Selenium	85540	<0.02	2	1.979	2	2.173	108.7	10.5	JDB
1/25/2006	Silver	85540	<0.001	0.075	0.0707	0.075	0.0725	96.7	0.0	JDB
1/4/2006	Toluene	85742	<0.005	50	47.21	50	47.05	94.1	2.2	RWP
1/4/2006	Toluene-d8 (Surrogate)	85874						89.0		RWP
1/5/2005	TPH Solid (1684)		<50	1600	1480					DB
1/5/2005	TPH Solid (1684)	85874				1600	1420	88.8	10.2	DB
1/4/2006	Trichloroethylene	85742	<0.005	50	47.66	50	47.01	94.0	2.8	RWP

The values for the following volatile compounds are estimates only because the quantitated value exceeded the the calibration range for the instrument: o, m&p-xylenes, and 1,2,4-trimethylbenzene. The results for the volatiles analysis by method 8260 are reported on a wet-weight basis; however, the results for the semi-volatiles analysis by method 8270 are reported on a dry-weight basis. The PCB Spike and Surrogate recoveries were outside of the normal quality control range due to extensive cleanup.

Laboratory Manager

26-Jan-06
Report Date



AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

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502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID : 12860
Date Received: 07/21/2006
Company: NON - Whited's Wash Pil, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

AEP Sample ID : 91736
Cust Sample ID :
Sample Desc.: Lafayette
Collected Date: 07/19/2006
By: JL
Matrix: Sludge

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Composite Sample	0.005		0.005	960 1		08/01/2006 22:45			SFW
HOLD SAMPLE	0.005		0.005	960 1		08/01/2006 22:45			

AEP Sample ID : 91737
Cust Sample ID :
Sample Desc.: Lake Charles
Collected Date: 07/19/2006
By: JL
Matrix: Sludge

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Composite Sample	0.005		0.005	960 1		08/01/2006 22:45			SFW
HOLD SAMPLE	0.005		0.005	960 1		08/01/2006 22:45			

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Analysis Report

502 North Allen Ave.
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Phone: (318) 673-3802
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Report ID : 12860 **Company:** NON - Whited's Wash Pil, Inc JL **Address:** 10017 Drag Strip Road
Date Received: 07/21/2006 **Contact:** John Lawrence Keithville, LA 71047
Phone: (318) 925-1383 **Fax:** (318) 925-9238

AEP Sample ID : 91738 **Collected Date:** 07/19/2006 **By:** JE
Cust Sample ID: **Location:** **Matrix:** Sludge
Sample Desc: Composite

91738									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Flashpoint	> 210	deg F		1	1010	08/01/2006 10:02			DB
PCBs 91738									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
PCB Solid	* < 0.5	mg/kg	0.5	1	8082	08/04/2006 8:18			SW
Semivolatiles 91738									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,4-Dichlorobenzene	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		7.5	RWP
2,4,5-Trichlorophenol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		400	RWP
2,4,6-Trichlorophenol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		2	RWP
2,4-Dinitrotoluene	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		0.13	RWP
Hexachlorobenzene	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		0.13	RWP
Hexachlorobutadiene	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		0.5	RWP
Hexachloroethane	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		3	RWP
m-Cresol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		200	RWP
Nitrobenzene	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		2	RWP
o-Cresol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		200	RWP
p-Cresol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		200	RWP
Pentachlorophenol	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		100	RWP
Pyridine	< 0.005	ppm	0.005	960.1	1311/8270	08/01/2006 22:45		5	RWP
TCLP Metals 91738									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Arsenic	< 0.02	mg/L	0.02	1	1311/6010B	08/03/2006 11:58		5	JDB
Barium	0.840	mg/L	0.001	1	1311/6010B	08/03/2006 11:58		100	JDB
Cadmium	< 0.001	mg/L	0.001	1	1311/6010B	08/03/2006 11:58		1	JDB
Chromium	< 0.01	mg/L	0.01	1	1311/6010B	08/03/2006 11:58		5	JDB
Lead	< 0.02	mg/L	0.02	1	1311/6010B	08/03/2006 11:58		5	JDB

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Report ID : 12860	Company: NON - Whited's Wash Pitt, Inc JL		Address: 10017 Drag Strip Road	
Date Received: 07/21/2006	Contact: John Lawrence		Keithville, LA 71047	
	Phone: (318) 925-1383		Fax: (318) 925-9238	

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Mercury	< 0.05	mg/L	0.05	1	1311/6010B	08/03/2006 11:58		0.2	JDB
Selenium	< 0.02	mg/L	0.02	1	1311/6010B	08/03/2006 11:58		1	JDB
Silver	< 0.001	mg/L	0.001	1	1311/6010B	08/03/2006 11:58		5	JDB

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
TPH Solid (1664)	2230	mg/kg	50	1	1664	07/31/2006 13:38			DB

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,1-Dichloroethene	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.7	RWP
1,2-Dichloroethane	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.5	RWP
Benzene	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.5	RWP
Carbon Tetrachloride	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.5	RWP
Chlorobenzene	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		100	RWP
Chloroform	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		6	RWP
Methyl Ethyl Ketone	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		200	RWP
Tetrachloroethene	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.7	RWP
Trichloroethene	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.5	RWP
Vinyl Chloride	< 0.05	ppm	0.05	1:10	1311/8260	07/26/2006 17:24		0.2	RWP

Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Corrosivity	7.2	pH	0.1	1	9045C	07/21/2006 13:00			JID
Reactivity (CN)	< 50	HCN mg/kg	50	1	SW 846 7.0	08/04/2006 14:00			JID
Reactivity (Sulfide)	* 311	H2S mg/kg	50	1	SW 846 7.0	07/28/2006 14:00			JID

02004



AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID : 12860
Date Received: 07/21/2006
Company: NON - Whited's Wash Pit, Inc. JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

Quality Control Data												
Date	Parameter	Sample ID	Blank Value	Standard			Spike			Surrogate % Recovery	Duplicate % Difference	Tech
				Value	Recovery	%	Value	Recovery	%			
7/26/2006	1,1-Dichloroethene	91738.1	< 0.005	50	46.36	92.7	50	46.45	92.9	98.0	3.1	RWP
7/26/2006	1,2-dichloroethane-d4	91738.1										RWP
8/1/2006	1,4-Dichlorobenzene	91738.1	< 0.005	20	10.41	52.1	20	15.08	75.4		2.8	RWP
8/1/2006	2,4,6-Trichlorophenol (Surrogate)	91738.1								60.0		RWP
8/1/2006	2,4-Dichlorophenol	91738.1	< 0.005	20	14.39	72.0	20	16.6	83.0		3.5	RWP
8/1/2006	2,4-Dinitrotoluene	91738.1	< 0.005	20	16.37	81.9	20	17.91	89.6		4.9	RWP
8/1/2006	2-Chlorophenol	91738.1	< 0.005	20	12.15	60.8	20	15.27	76.4		3.5	RWP
8/1/2006	2-Fluorobiphenyl (Surrogate)	91738.1								52.0		RWP
8/1/2006	2-Fluorophenol (Surrogate)	91738.1								35.0		RWP
7/26/2006	4-BFB (Surrogate)	91738.1								77.0		RWP
8/1/2006	4-Chloro-3-methylphenol	91738.1	< 0.005	20	15.66	78.3	20	19.31	96.5		6.4	RWP
8/1/2006	4-Nitrophenol	91738.1	< 0.005	20	9.52	47.6	20	12.43	62.2		5.9	RWP
8/1/2006	Acenaphthene	91738.1	< 0.005	20	14.7	73.5	20	17.92	89.6		6.0	RWP
8/3/2006	Arsenic	91738.1	< 0.02	0.8	0.797	99.6	0.8	0.864	108.0		0.0	JDB
8/3/2006	Barium	91738.1	< 0.001	0.2	0.202	101.0	0.2	0.172	86.0		2.2	JDB
7/26/2006	Benzene	91738.1	< 0.005	50	49.08	98.2	50	48.23	96.5		3.1	RWP
8/3/2006	Cadmium	91738.1	< 0.001	0.2	0.2	100.0	0.2	0.188	94.0		0.0	JDB
7/26/2006	Chlorobenzene	91738.1	< 0.005	50	43.39	86.8	50	42.47	84.9		4.5	RWP
8/3/2006	Chromium	91738.1	< 0.01	0.4	0.399	99.8	0.4	0.383	95.8		0.0	JDB
7/21/2006	Corrosivity			9.28	9.07	97.7						SFW
7/26/2006	Dibromofluoromethane (Surrogate)	91738.1								96.0		RWP
8/1/2006	Flashpoint	92026									0.6	DB
8/1/2006	Flashpoint			81	85	104.9						DB
8/3/2006	Lead	91738.1	< 0.02	1	1.004	100.4	1	0.941	94.1		0.0	JDB
8/3/2006	Mercury	91738.1	< 0.02	0.7	0.695	99.3	0.7	0.718	102.6		0.0	JDB
8/1/2006	Nitrobenzene-d5 (Surrogate)	91738.1								49.0		RWP
8/1/2006	N-Nitroso-di-n-propylamine	91738.1	< 0.005	20	13.76	68.8	20	17.31	86.5		0.2	RWP
8/4/2006	PCB Solid	91738.1					0.5	0.65	130.0	114.0	0.0	SW
8/4/2006	PCB Solid		< 0.5	0.75	0.73	97.3						SW
8/1/2006	Pentachlorophenol	91738.1	< 0.005	20	16.59	83.0	20	26.07	130.4		8.5	RWP
8/1/2006	Phenol	91738.1	< 0.005	20	8.39	42.0	20	9.68	48.4		9.0	RWP
8/1/2006	Phenol-d6 (Surrogate)	91738.1								31.0		RWP
8/1/2006	p-Terphenyl-d14 (Surrogate)	91738.1								59.0		RWP

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

02004
502 North Allen Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID	12860	Company:	NON - Whited's Wash Pil, Inc JL	Address:	10017 Drag Strip Road						
Date Received:	07/21/2006	Contact:	John Lawrence		Keithville, LA 71047						
		Phone:	(318) 925-1383	Fax:	(318) 925-9238						
8/1/2006	Pyrene	91738.1	< 0.005	20	16.05	80.3	20	21.69	108.5	5.2	RWP
8/4/2006	Reactivity (CN)	91738.1					50	49	98.0	0.0	JID
8/4/2006	Reactivity (CN)		<	50	44	88.0					JID
7/28/2006	Reactivity (Sulfide)		<50	350	341	97.4					JID
7/28/2006	Reactivity (Sulfide)	91738.1					350	410	117.1	19.3	JID
8/3/2006	Selenium	91738.1	<0.02	2	1.94	97.0	2	2.163	108.2	0.0	JOB
8/3/2006	Silver	91738.1	<0.001	0.075	0.0701	93.5	0.075	0.076	101.3	0.0	JOB
7/26/2006	Toluene	91738.1	< 0.005	50	49.11	98.2	67.8	65.02	95.9	10.4	RWP
7/26/2006	Toluene-d8 (Surrogate)	91738.1							88.0		RWP
7/31/2006	TPH Solid (1684)	91738.1					1800	1410	88.1	23.0	DB
7/26/2006	Trichloroethylene	91738.1	< 0.005	50	47.47	94.9	50	43.85	87.7	1.5	RWP

*The Spike recovery was outside of the normal quality control range.

06-Aug-06
Report Date

Laboratory Manager

765 Savage Lane
Corpus Christi, TX 78402
Phone 361-880-6378

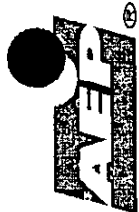
502 N. Allen Ave.
Shreveport, LA 71101
Phone 318-673-3802
FAX 318-673-3960



UNIVERSITY OF CALIFORNIA

CHAIN OF CUSTODY

[illegible]



AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

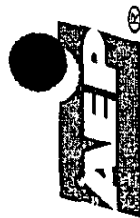
02004
502 North Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

Report ID : 12090
Date Received: 02/15/2006
Company: NON - Whited's Wash Pit, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

AEP Sample ID : 86969
Cust Sample ID: 1
Sample Desc.: Grab Pit
Collected Date: 02/15/2006
Location: Mill Bar
By: JL
Matrix: Soil

(86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Flashpoint	> 210	deg F		1	1010	02/17/2006 9:47			DB
PCBs (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
PCB Solid	< 0.5	mg/kg	0.5	1	8082	02/24/2006 12:44			SW
Semivolatiles (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,4-Dichlorobenzene	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		7.5	RWP
2,4,5-Trichlorophenol	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		400	RWP
2,4,6-Trichlorophenol	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		2	RWP
2,4-Dinitrotoluene	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		0.13	RWP
Cresols	< 0.015	ppm	0.015	1000:1	1311/8270	02/22/2006 21:03		200	RWP
Hexachlorobenzene	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		0.13	RWP
Hexachlorobutadiene	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		0.5	RWP
Hexachloroethane	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		3	RWP
Nitrobenzene	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		2	RWP
Pentachlorophenol	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		100	RWP
Pyridine	< 0.005	ppm	0.005	1000:1	1311/8270	02/22/2006 21:03		5	RWP
TCLP Metals (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Arsenic	< 0.02	mg/L	0.02	1	1311/6010B	02/24/2006 14:25		5	JDB
Barium	0.724	mg/L	0.001	1	1311/6010B	02/24/2006 14:25		100	JDB
Cadmium	0.131	mg/L	0.001	1	1311/6010B	02/24/2006 14:25		1	JDB
Chromium	< 0.01	mg/L	0.01	1	1311/6010B	02/24/2006 14:25		5	JDB
Lead	0.03	mg/L	0.02	1	1311/6010B	02/24/2006 14:25		5	JDB
Mercury	< 0.05	mg/L	0.05	1	1311/6010B	02/24/2006 14:25		0.2	JDB
Selenium	< 0.02	mg/L	0.02	1	1311/6010B	02/24/2006 14:25		1	JDB
Silver	< 0.001	mg/L	0.001	1	1311/6010B	02/24/2006 14:25		5	JDB

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AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Alameda Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

02004

Report ID : 12090 **Company:** NON - Whited's Wash Pit, Inc JL **Address:** 10017 Drag Strip Road
Date Received: 02/15/2006 **Contact:** John Lawrence **Keithville, LA 71047**
Phone: (318) 925-1383 **Fax:** (318) 925-9238

TPH (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
TPH Solid (1654)	24440	mg/kg	50	1	1664	02/20/2006 10:01			DB
Volatiles (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
1,1-Dichloroethene	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.7	RWP
1,2-Dichloroethane	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.5	RWP
Benzene	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.5	RWP
Carbon Tetrachloride	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.5	RWP
Chlorobenzene	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		100	RWP
Chloroform	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		6	RWP
Methyl Ethyl Ketone	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		200	RWP
Tetrachloroethene	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.7	RWP
Trichloroethene	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.5	RWP
Vinyl Chloride	< 0.05	ppm	0.05	1:10	1311/8260	02/17/2006 16:53		0.2	RWP
Waste Characterization (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
Reactivity (CN)	* < 50	HCN mg/kg	50	1	SW 846 7.0	02/16/2006 21:45			JID
Reactivity (Sulfide)	< 50	H2S mg/kg	50	1	SW 846 7.0	02/21/2006 14:00			JID
Water (86969)									
Parameter	Value	Unit	Det. Limit	Dil./Conc.	Method	Analysis Date/Time	Codes	Reg. Limit	Tech
pH	7.6	units	0.1	1	150.1	02/15/2006 15:00			SFW



AEP ANALYTICAL CHEMISTRY SERVICES

Analysis Report

502 North Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960

02004

Report ID : 12090
Date Received: 02/15/2006
Company: NON - Whited's Wash Pit, Inc JL
Contact: John Lawrence
Phone: (318) 925-1383
Address: 10017 Drag Strip Road
Keithville, LA 71047
Fax: (318) 925-9238

Quality Control Data

Date	Parameter	Sample ID	Blank Value	Standard		Spike		Surrogate % Recovery	Duplicate Difference	Tech
				Value	Recovery %	Value	Recovery %			
2/17/2006	1,1-Dichloroethene	86969	<0.005	50	51.45	50	50.08	100.2	8.2	RWP
2/22/2006	1,2,4-Trichlorobenzene		<0.005	20	6.78	20	7.46	37.3	9.6	RWP
2/17/2006	1,2-dichloroethane-d4	86969						102.0		RWP
2/22/2006	1,4-Dichlorobenzene		<0.005	20	6.22	20	6.94	34.7	10.9	RWP
2/22/2006	2,4,6-Tribromophenol (Surrogate)	86969						45.0		RWP
2/22/2006	2,4-Dinitrophenol		<0.005	20	9.02	20	9.6	48.0	6.2	RWP
2/22/2006	2-Chlorophenol		<0.005	20	7.31	20	8.14	40.7	10.7	RWP
2/22/2006	2-Fluorobiphenyl (Surrogate)	86969								RWP
2/22/2006	2-Fluorophenol (Surrogate)	86969						35.0		RWP
2/17/2006	4-BFB (Surrogate)	86969						23.0		RWP
2/22/2006	4-Chloro-3-methylphenol		<0.005	20	9.13	20	9.59	90.0		RWP
2/22/2006	4-Nitrophenol		<0.005	20	7.17	20	7.56	48.0	4.9	RWP
2/22/2006	Acenaphthene		<0.005	20	8.01	20	8.53	37.8	5.3	RWP
2/24/2006	Arsenic	86967	<0.001	0.8	0.805	0.8	0.987	42.7	6.3	RWP
2/24/2006	Barium	86967	<0.001	0.2	0.206	0.2	0.162	123.4	0.0	JDB
2/17/2006	Benzene	86969	<0.005	50	53.68	50	55.68	81.0	1.4	JDB
2/24/2006	Cadmium	86967	<0.001	0.2	0.205	0.2	0.215	111.4	7.2	RWP
2/17/2006	Chlorobenzene	86969	<0.005	50	52.15	50	50.59	107.5	4.6	JDB
2/24/2006	Chromium	86967	<0.01	0.4	0.408	0.4	0.408	101.2	6.1	RWP
2/17/2006	Dibromofluoromethane (Surrogate)	86969						102.0	0.0	JDB
2/17/2006	Flashpoint	86915						105.0		RWP
2/17/2006	Flashpoint			81	83				0.0	DB
2/24/2006	Lead		<0.005	1	1.014	1	0.987		0.0	DB
2/24/2006	Mercury	86967	<0.02	0.7	0.692	0.7	0.83	98.7	0.0	JDB
2/22/2006	Nitrobenzene-d5 (Surrogate)	86969						118.6	0.0	JDB
2/22/2006	n-Nitroso-di-n-propylamine		<0.005	20	8.07	20	8.74	33.0		RWP
2/24/2006	PCB Solid		<0.5	1.5	1.5			43.7	8.0	RWP
2/24/2006	PCB Solid	87024				0.5	0.4			SW
2/24/2006	PCB Solid	87023						107.0		SW
2/22/2006	Pentachlorophenol		<0.005	20	9.2	20	9.66	118.0	0.0	SW
2/15/2006	pH	86915						48.3	4.9	RWP
2/15/2006	pH			9	9				2.3	SFW
2/22/2006	Phenol		<0.005	20	6.01	20	6.43	32.2	6.8	SFW

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AEP ANALYTICAL CHEMISTRY SERVICES
Analysis Report

**502 North Atlantic Ave.
Shreveport, LA 71101
Phone: (318) 673-3802
Fax: (318) 673-3960**

Report ID	Date Received:	Company:	Address:
: 12090	02/15/2006	NON - Whited's Wash Pit, Inc JL	10017 Drag Strip Road Keithville, LA 71047
		Contact: John Lawrence	Fax: (318) 925-9238
		Phone: (318) 925-1383	
2/22/2006	Phenol-d6 (Surrogate)	86969	18.0
2/22/2006	p-Terphenyl-d14 (Surrogate)	86969	31.0
2/22/2006	Pyrene	< 0.005	20
2/16/2006	Reactivity (CN)		43.1
2/16/2006	Reactivity (CN)	100	91
2/21/2006	Reactivity (Sulfide)	<50	104
2/21/2006	Reactivity (Sulfide)		104.0
2/24/2006	Selenium	<0.02	2
2/24/2006	Silver	<0.001	0.075
2/17/2006	Toluene	< 0.005	50
2/17/2006	Toluene-d8 (Surrogate)	86969	94.0
2/20/2006	TPH Solid (1664)		1600
2/20/2006	TPH Solid (1664)	86969	1450
2/17/2006	Trichloroethylene	< 0.005	50
			53.67
			107.3
			1350
			84.4
			54.62
			109.2
			0.7

There was not enough sample for a semi-volatiles matrix spike for this sample set.

* The percent recovery on the spike is outside the QA/QC acceptance range.

The Spike recovery was outside of the normal quality control range for PCB's.

The Sample was received at a higher than recommended temperature.

24-Feb-06
Report Date

Laboratory Manager

APPENDIX L

LPDES DISCHARGE PERMIT DOCUMENTATION



121 McCarey Street • Shreveport, Louisiana 71106
Ph. (318) 868-4646 • Fax (318) 868-4141

August 31, 2007

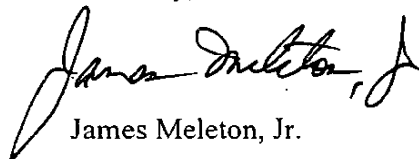
Louisiana Department of Environmental Quality
Office of Environmental Services
Water & Waste Permits Division
P.O. Box 4313
Baton Rouge, LA 70821-4313
Attn: Ms. Jan Cedars

Ref: LPDES NOI to Discharge Exterior Vehicle and Equipment Wash Wastewater
LPDES NOI to Discharge Storm Water Associated with Industrial Activity under
the LPDES Multi-Sector General Permit
Whited's Wash Pit, Inc.
Keithville, Louisiana, Caddo Parish
AI No. 85869; GPT-017-1865

Dear Ms. Cedars:

Eagle Environmental Services of Shreveport, Inc. (Eagle), on behalf of our client, Whited's Wash Pit, Inc. is submitting three (3) copies of the above referenced Notices of Intent (NOI) for the above referenced facility for your review. These NOIs are being submitted, as instructed by Environmental Scientist Ms. Angela Marse, to replace the previously submitted Industrial Wastewater Discharge Permit Application (SCC-2) for the facility. We request the previously submitted Industrial Wastewater Discharge Permit Application (SCC-2) be withdrawn. If you have any questions or require any additional information, please contact Mr. Paul McCullough with Whited's Wash Pit, Inc. at (318) 925-1383 or me at (318) 868-4646.

Sincerely,



James Meleton, Jr.

Enc: As stated.

cc: Mr. Paul McCullough, Whited's Wash Pit, Inc.



To: Prospective Applicants for an Exterior Vehicle and Equipment Wash Wastewater General Permit

Attached is an **Exterior Vehicle Wash Wastewater General Permit Notice of Intent (NOI) CW-G**, for a Louisiana Pollutant Discharge Elimination System (LPDES) permit, authorized under EPA's delegated NPDES program under the Clean Water Act. To be considered complete, every item on the form must be addressed and the last page signed by an authorized company agent. If an item does not apply, please enter "NA" (for not applicable) to show that the question was considered.

Three copies (one original and two copies) of your completed NOI, each with a marked U.S.G.S. Quadrangle map or equivalent attached, should be submitted to:

Department of Environmental Quality
Office of Environmental Services
Post Office Box 4313
Baton Rouge, LA 70821-4313
Attention: Permits Division

Unless notified otherwise by the Secretary or his designee, owners/operators are authorized to discharge wastewater and/or stormwater under the terms and conditions of the permit upon the receipt of a hand-delivered, properly completed NOI to the Office of Environmental Services, Permits Division or 48 hours after the postmarked date stamped on the envelope that contains the properly completed NOI. The permittee is required to keep a copy of the NOI submitted to the Permits Division at the permitted facility. It should be kept with other records related to the permit and permit compliance.

According to L. R. S. 48:385, any discharge to a state highway ditch, cross ditch, or right-of-way shall require approval from:

Louisiana DOTD
Office of Highways
Post Office Box 94245
Baton Rouge, LA 70804-9245
(225) 379-1301

AND

Louisiana DHH
Office of Public Health
6867 Bluebonnet Road, Box 7
Baton Rouge, LA 70810
(225) 765-5044

In addition, the plans and specifications for sanitary treatment plants must be approved by the Louisiana DHH, Office of Public Health at the address above.

A copy of the LPDES regulations may be obtained from the Department's website at <http://www.deq.state.la.us/planning/regs/index.htm> or by contacting the Office of Environmental Assessment, Regulations Development Section, Post Office Box 4314, Baton Rouge, Louisiana 70821-4314, phone (225) 219-3550.

For questions regarding this NOI please contact the Water & Waste Permits Division at (225) 219-3181. For help regarding completion of this NOI please contact DEQ, Small Business Assistance at 1-800-259-2890.

Date 8/22/07

Agency Interest No. AI 85869
 LWDPS Permit No. WP NA
 NPDES/LPDES Permit No. LA NA

Please check:

☒ Initial Permit
☐ Permit Renewal
☒ Existing Facility
☐ Proposed/New Facility

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
Office of Environmental Services, Permits Division
Post Office Box 4313
Baton Rouge, LA 70821-4313
PHONE#: (225) 219-3181

LPDES NOTICE OF INTENT TO DISCHARGE
EXTERIOR VEHICLE AND EQUIPMENT WASH WASTEWATER
 (Attach additional pages if needed.)

This NOI is for
 (check one):

☐ Portable Coverage
☒ Site-Specific Coverage

SECTION I - FACILITY INFORMATION

A. Permit is to be issued to the following: (must have operational control over the facility operations - see LAC 33:IX.2501.B and LAC 33:IX.2503.A and B).

1. Legal Name of Applicant

(Company, Partnership, Corporation, etc.) Whited's Wash Pit, Inc.

Facility Name Whited's Wash Pit, Inc.

Mailing Address 10017 Drag Strip Road, Keithville, LA

Zip Code: 71047

If applicant named above is not also the owner, state owner name, phone # and address.

NA

Please check status:

☐ Federal ☐ Parish ☐ Municipal
☐ State ☐ Public ☒ Private ☐ Other: _____

2. Location of facility. Please provide a specific address, street, road, highway, interstate, and/or River Mile/Bank location of the facility for which the NOI is being submitted.

10017 Drag Strip Road

City Keithville Zip Code 71047 Parish Caddo

Front Gate Coordinates:

Latitude- 32 deg. 22 min. 9.3 Sec. Longitude- 93 deg. 48 min. 56.9 sec.

Method of Coordinate Determination: GPS

(Quad Map, Previous Permit, website, GPS)

Is the facility located on Indian Lands? ☐ Yes ☒ No

SECTION I - FACILITY INFORMATION (cont.)

3. Name & Title of
Contact Person at Facility T. Paul McCullough – President
Phone (318) 925-1383 Fax (318) 925-9238 e-mail Whitedswp@aol.com

B. Name and address of responsible representative who completed the NOI:

Name & Title James Meleton, Jr. – Geologist
Company Eagle Environmental Services of Shreveport, Inc.
Phone (318) 868-4646 Fax (318) 868-4141 e-mail jcm@eagleshreveport.com
Address 121 McCarey Street, Shreveport, LA 71106

C. Facility Information.

Does this facility discharge sanitary wastewater? ☐ Yes ☒ No

If yes, refer to *Appendix A* to determine sanitary wastewater flow.

SIC (Standard Industrial Classification) Code(s): 4212

SIC codes can be obtained from the U. S. Department of Labor internet site at <http://www.osha.gov/oshstats/sicser.html>

For Portable Pressure Washing Operations: Each portable unit must have its own permit number. You should submit one complete NOI form for each portable pressure-washing unit that you plan to use. If you are permitting more than one portable pressure washing unit please provide a description that can be used to distinguish this portable unit from your other portable unit(s). Mobile Unit #1, Mobile Unit #2, Portable Unit #1, Portable Unit #2, Truck #1, Truck #2, Baton Rouge Area Unit, New Orleans Area Unit, etc. are typical descriptions.

D. Discharges Requiring Approval from the Division of Historic Preservation:

If this NOI is being completed for a facility that has not yet been constructed, you should contact the *Section 106 Review Coordinator in the Office of Cultural Development, Archaeology Division (P. O. Box 44247, Baton Rouge, LA 70404 or telephone (225) 342-8170)* to determine if construction activities or the proposed discharges will adversely affect properties listed or eligible for listing in the National Register of Historic Places

☒ This is an existing facility and no construction activities related to this NOI are proposed.

☐ This is a new facility and construction activities were completed prior to the submission of this NOI form.

☐ This is a proposed facility and construction activities are not yet complete but I have obtained approval from the State Historic Preservation Officer for the proposed construction activities. (You must keep a copy of the approval letter on file with your facility's permit records and compliance records.)

NOTE: If you have not obtained the necessary approval from the National Register Coordinator for proposed construction activities at this site, then you are NOT ELIGIBLE for automatic coverage under this general permit. LPDES permit coverage cannot be obtained UNTIL you obtain written approval from the State Historic Preservation Officer for construction activities at the proposed site.

SECTION II – DISCHARGE INFORMATION

- A. Complete this section only if you are applying for SITE-SPECIFIC permit coverage. An Outfall is the point at which wastewater is monitored prior to mixing with other waters. An outfall can be identified either at the point that effluent discharges by pipe from a treatment plant or treatment system or the point at which effluent discharges into a roadside ditch, into a storm drain, or directly into a receiving water body such as a creek, coulee, bayou, canal or river. An internal outfall is an outfall for a waste stream that combines with other waste stream(s) before discharging into an external outfall. You should read Part I.B of the permit before completing this section of the NOI. You should place an "X" in the column next to any of the outfall numbers for all types of discharges that occur at your facility. The outfall numbers listed below correspond to the outfall numbers listed in the permit, which are the only types of discharges that are permissible under the general permit. If more than one outfall of a particular type occurs at a facility, then each separate outfall point should be clearly identified as Outfall 001A, 001B, 001C, or 002A, 002B, 002C, etc.

Facility Discharge ¹	Outfall No ²	Outfall Description	Outfall Location ³ (complete this column for each outfall that occurs at your facility)	Treatment ⁴
X	001	Exterior vehicle and equipment wash wastewater	Outfall is located in a ditch on the west side of the property north of the facility entrance.	None
	001A	Exterior vehicle and equipment wash wastewater		
	001B	Exterior vehicle and equipment wash wastewater		
	002	Treated sanitary wastewater less than 5,000 gpd		
	002A	Treated sanitary wastewater less than 5,000 gpd		
	002B	Treated sanitary wastewater less than 5,000 gpd		
	003	Treated sanitary wastewater 5,000 gpd to 25,000 gpd		

Facility Discharge ¹	Outfall No ²	Outfall Description	Outfall Location ³ (complete this column for each outfall that occurs at your facility)	Treatment ⁴
	003A	Treated sanitary wastewater 5,000 gpd to 25,000 gpd		
	003B	Treated sanitary wastewater 5,000 gpd to 25,000 gpd		
	004	Commingled discharges of treated vehicle wash and sanitary wastewater less than 25,000 gpd		
	004A	Commingled discharges of treated vehicle wash and sanitary wastewater less than 25,000 gpd		
	004B	Commingled discharges of treated vehicle wash and sanitary wastewater less than 25,000 gpd		
	005	Wastewaters from portable washing operations discharged from a centralized location		
	005A	Wastewaters from portable washing operations discharged from a centralized location		
	005B	Wastewaters from portable washing operations discharged from a centralized location		

Facility Discharge ¹	Outfall No ²	Outfall Description	Outfall Location ³ (complete this column for each outfall that occurs at your facility)	Treatment ⁴

¹Place an "X" in the appropriate box(es) in this column for all outfalls that will occur at the permitted site.

²Outfall 001, 002, 003, 004, and/or 005 should be used if you have only one outfall of this type of wastewater and/or storm water. Outfall 001A, 001 B, 002A, 002B, etc., should be used in instances where you have more than one outfall of that type of wastewater and/or storm water. If you have three or more outfalls of any listed wastewater and/or storm water you should write in the appropriate Outfall No. (Outfall 001C, 001D, 002C, 002D, etc.) in one of the blank columns and fill in the outfall location for that discharge.

³This should be the point at which a sample of the discharge will be collected. Examples of outfall locations could be (but are not limited to): at the point of discharge from the settling basin located at the northeast corner of the facility; at the point of discharge from the washrack; at the southwest corner of the facility; or at the point of discharge from the STP located near the office building.

⁴List any treatment that is utilized prior to discharge. Write "None" if wastewater is not treated prior to discharge.

B. Receiving Waters

Indicate how the wastewater reaches state waters (named water bodies). This will usually be either *directly*, by *open ditch* (if it is a highway ditch, indicate the highway), or by *pipe*. Please specifically name all of the minor water bodies that your wastewater will travel through on the way to a major water body. This information can be obtained from U.S.G.S. Quadrangle Maps. Include river mile of discharge point if available. If a waterbody is unnamed, identify it as unnamed.

Complete the discharge route and receiving stream information for all the outfalls at your facility. If all the outfalls discharge by the same route (i.e., open ditch) and into the same receiving stream, then you need only complete the first **Outfall Number(s)** section, however, you should list all the outfall numbers that you identified on pages 5-7 of 12 of this form. If different outfalls discharge by different routes or into different receiving streams then complete as many of the **Outfall Number(s)** sections as necessary to properly characterized all outfalls. If you need additional space, please attach a separate sheet and use the same format to supply the additional discharge route and receiving stream information for other outfalls.

SECTION II - DISCHARGE INFORMATION (cont.)

Outfall Number(s) Applicable: 001

By Open ditch (effluent pipe, ditch, etc.);
 thence into An unnamed intermittent creek (Parish drainage ditch, canal, etc.);
 thence into Boggy Bayou (named bayou, creek, stream, etc.);
 thence into Wallace Lake (river, lake, etc.).

Outfall Number(s) Applicable: N/A

By _____ (effluent pipe, ditch, etc.);
 thence into _____ (Parish drainage ditch, canal, etc.);
 thence into _____ (named bayou, creek, stream, etc.);
 thence into _____ (river, lake, etc.).

Outfall Number(s) Applicable: N/A

By _____ (effluent pipe, ditch, etc.);
 thence into _____ (Parish drainage ditch, canal, etc.);
 thence into _____ (named bayou, creek, stream, etc.);
 thence into _____ (river, lake, etc.).

SECTION III – MAPS/DIAGRAMS

- A. **Site Diagram.** Attach to this NOI a complete site diagram of your facility demonstrating how the wastewater flows through your facility into each clearly labeled discharge point (including all treatment points). Indicate stormwater flow pattern on this diagram or provide additional diagrams if needed. Please indicate the location of the front gate or entrance to the facility on the site diagram.
- B. **Topographic Map.** Applicants for portable pressure washing operations are not required to provide a topographic map with this NOI. Attach to this NOI a map or a copy of a section of the map which has been highlighted to show the path of your wastewater from your facility to the first named water body. Include on the map the area extending at least one mile beyond your property boundaries. Indicate the outline of the facility, the location of each of its existing and proposed discharge structures, and any existing hazardous waste treatment storage or disposal facilities.

A U.S.G.S. 1:24,000 scale map (7.5' Quadrangle) would be appropriate for this item. Appropriate maps can be obtained from local government agencies such as DOTD or the Office of Public Works. Maps can also be obtained online at <http://map.deq.state.la.us/> or www.topozone.com. Private map companies can also supply you with these maps. If you cannot locate a map through these sources you can contact the Louisiana Department of Transportation and Development at:

1201 Capitol Access Road
 Baton Rouge, LA 70802
 (225) 379-1107
maps@dotd.louisiana.gov

- C. **Flow Diagram.** Attach a line drawing of the water flow through the facility with a water balance showing operations contributing wastewater to the effluent and treatment units. The water balance must show average and maximum flows at intake and discharge points and between units, including treatment units. If a water balance cannot be determined, the applicant may provide instead a pictorial description of the nature and amount of any sources of water and any collection and treatment measures.

SECTION IV – LAC 33.I.1701 REQUIREMENTS

- A. Does the company or owner have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying in other states? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)
- ☒ Permits in Louisiana. List Permit Numbers: Solid Waste Standard Permit Pending
- ☐ Permits in other states (list states): _____
- ☒ No other environmental permits.
- B. Do you owe any outstanding fees or final penalties to the Department? ☐ Yes ☒ No
- If yes, please explain.

- C. Is your company a corporation or limited liability company? ☒ Yes ☐ No
- If yes, is the corporation or LLC registered with the Secretary of State? ☒ Yes ☐ No

SECTION V – COMPLIANCE HISTORY

Attach a history of all violations and enforcement actions for the facility, a summary of all permit excursions including effluent violations reported on the facility's Discharge Monitoring Reports (DMRs) and bypasses for the last three years. Using a brief summary, report on the current status of all administrative orders, compliance orders, notices of violation, cease and desist orders, and any other enforcement actions either already resolved within the past 3 years or currently pending. The state administrative authority may choose, at its discretion, to require a more in-depth report of violations and compliance actions for the applicant covering any law, permit, or order concerning pollution at this or any other facility owned or operated by the applicant. **Whited's facility has no history of water violations and enforcement actions for the facility.**

If this facility has been inspected by the LDEQ within the past three years, please provide the inspection date.

September 7, 2006

SECTION VI – SITE HISTORY

- A. Date operations began at this site: March 1985
- B. Is the current operator the original operator? ☒ Yes ☐ No
- If no, give a reverse chronological list of previous operators. Include the company name and telephone number (if available), and the dates through which the company operated this facility.

Company	Dates of Operation		Telephone Number
	From	To	
N/A			

According to the Louisiana Water Quality Regulations, LAC 33:IX.2503, the following requirements shall apply to the signatory page in this application:

Chapter 25. Permit Application and Special LPDES Program Requirements

2503. Signatories to permit applications and reports

- A. All permit applications shall be signed as follows:
 1. For a corporation - by a responsible corporate officer. For the purpose of this Section responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or
 - (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 2. For a partnership or sole proprietorship - by a general partner or the proprietor, respectively; or
 3. For a municipality, parish, State, Federal or other public agency - either a principal executive officer or ranking elected official. For the purposes of this Section a principal executive officer of a Federal agency includes:
 - (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator of EPA).
- B. All reports required by permits, and other information requested by the state administrative authority shall be signed by a person described in LAC 33:IX.2503.A, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 1. The authorization is made in writing by a person described in LAC 33:IX.2503.A.
 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as a position of plant manager, operator of a well or well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
 3. The written authorization is submitted to the state administrative authority.
- C. Changes to authorization. If an authorization under LAC 33:IX.2503.B is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of LAC 33:IX.2503.B must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Any person signing any document under LAC 33:IX.2503.A or B shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

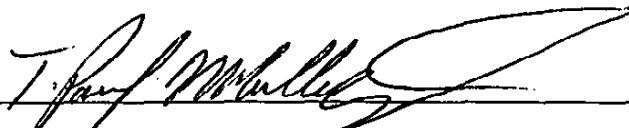
SIGNATORY AND AUTHORIZATION

Pursuant to the Water Quality Regulations (specifically LAC 33:IX.2503) promulgated September 1995, the state NOI must be signed by a responsible individual as described in LAC 33:IX.2503 and that person shall make the following certification:

"I certify under penalty of law that I have read and understand the Part I.A applicability/eligibility requirements for coverage under the general permit for exterior vehicle and equipment wash facilities. To the best of my knowledge, my facility is eligible for coverage under this general permit and its operation will not result in a discharge of pollutants from sources not covered by the general permit, or otherwise authorized by another individual or general permit."

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Signature



Printed Name

T. Paul McCullough

Title

President

Company

Whited's Wash Pit, Inc.

Date

8/30/07

Telephone

(318) 925-1383

CHECKLIST

To prevent any unnecessary delay in the processing of your notice of intent to be covered under the general permit, please take a moment and check to be certain that the following items have been addressed and enclosed:

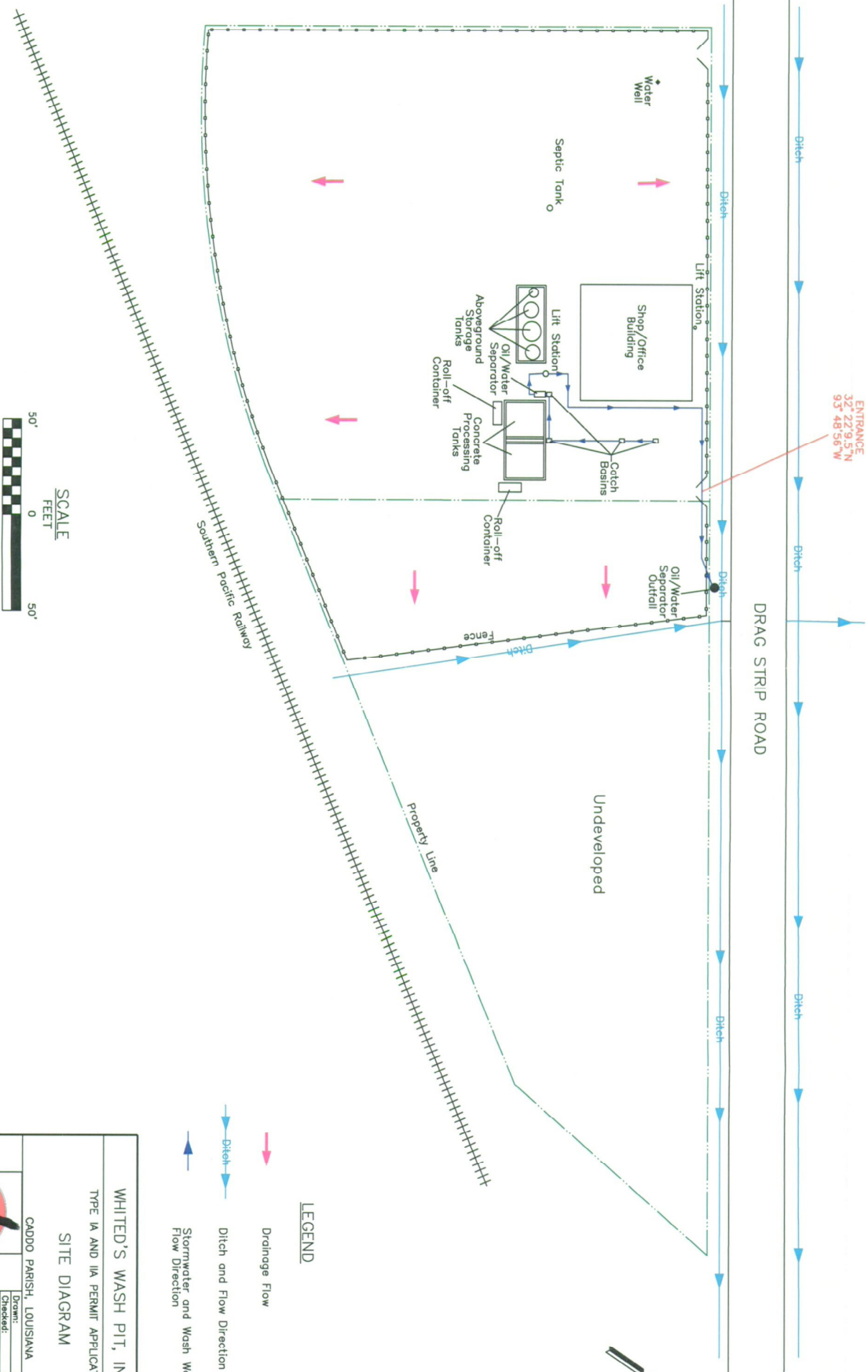
1. ALL questions and requested information have been answered (N/A if the question or information was not applicable).
2. ALL required maps, and drawings are enclosed. (not required for statewide permit coverage)
3. The appropriate person has signed the signatory page.
4. Please forward the original and two copies of this NOI and all attachments.

APPENDIX A

Sanitary Wastewater Flow Determination

Number of Employees	x 20 gpd/employee	=	<u>N/A</u>	gpd	+
Number of seats in 24 hr. restaurant	x 35 gpd/seat	=	<u> </u>	gpd	+
Number of seats in restaurant (not 24 hr.)	x 35 gpd/seat	=	<u> </u>	gpd	+
Number of bar/lounge seats	x 25 gpd/seat	=	<u> </u>	gpd	+
Number of video poker machines	x 100 gpd/machine	=	<u> </u>	gpd	+
Number of fueling pump hoses <i>(For facilities located on major highways, interstates, etc. and whose primary function is to provide fuel and service to motor vehicles.)</i>	x 250 gpd/hose	=	<u> </u>	gpd	+
Number of showers	x 20 gpd/shower	=	<u> </u>	gpd	+
Number of washing machines	x 400 gpd/machine	=	<u> </u>	gpd	=
TOTAL			<u>N/A</u>	gpd	

The total sanitary wastewater flow determines the appropriate outfall in Section II – Discharge Information, A., as less than 5,000 gpd or greater than 5,000 gpd but less than 25,000 gpd.



LEGEND

-  Drainage Flow
-  Ditch and Flow Direction
-  Stormwater and Wash Water Flow Direction

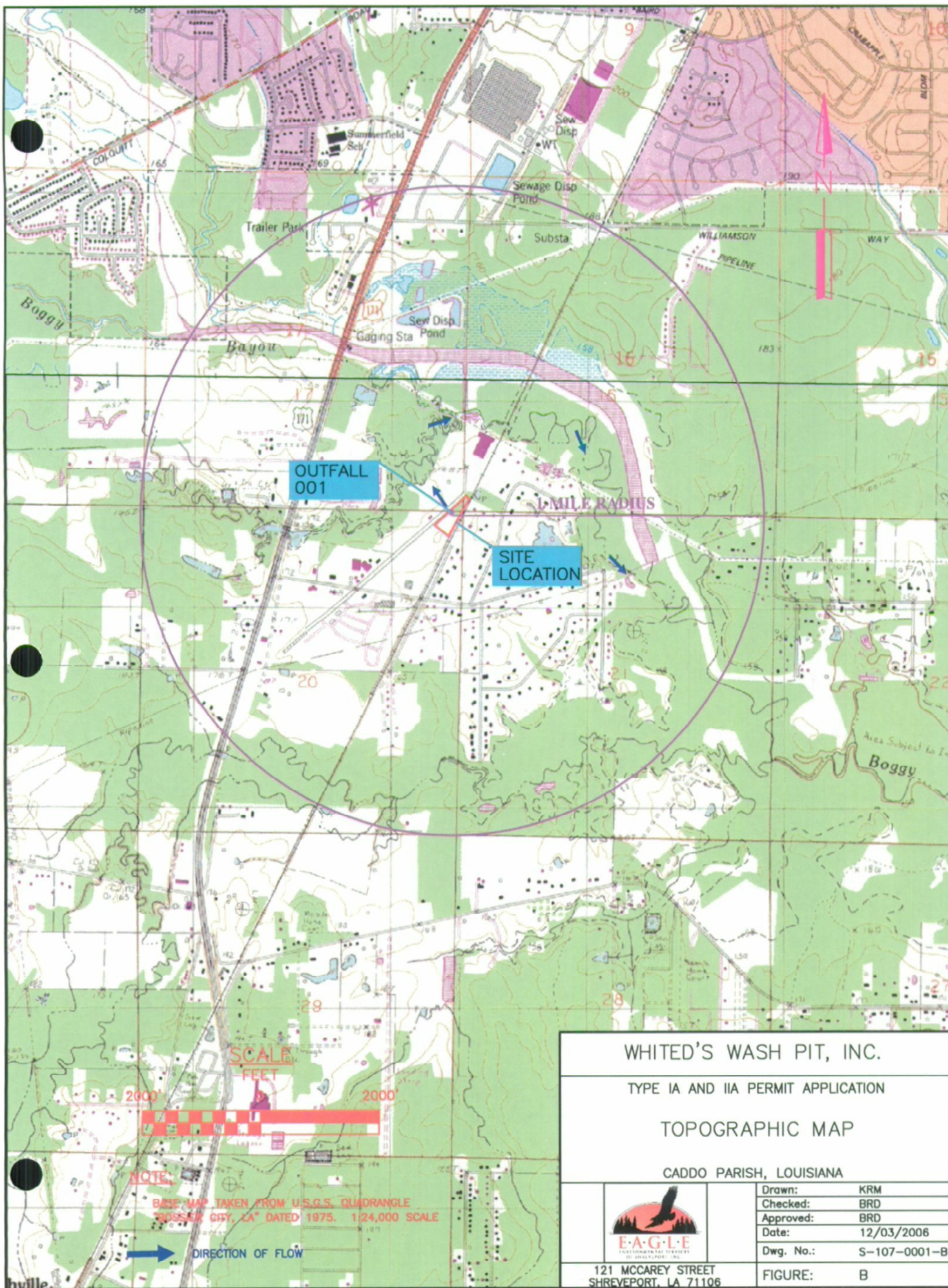
WHITED'S WASH PIT, INC.
TYPE IA AND IIA PERMIT APPLICATION

SITE DIAGRAM

CADDO PARISH, LOUISIANA

Drawn:	KRM
Reviewed:	MBP
Approved:	12/08/06
Date:	
Dwg. No.:	S-107-0001-A
FIGURE:	A

SHREVEPORT, LA 71106



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

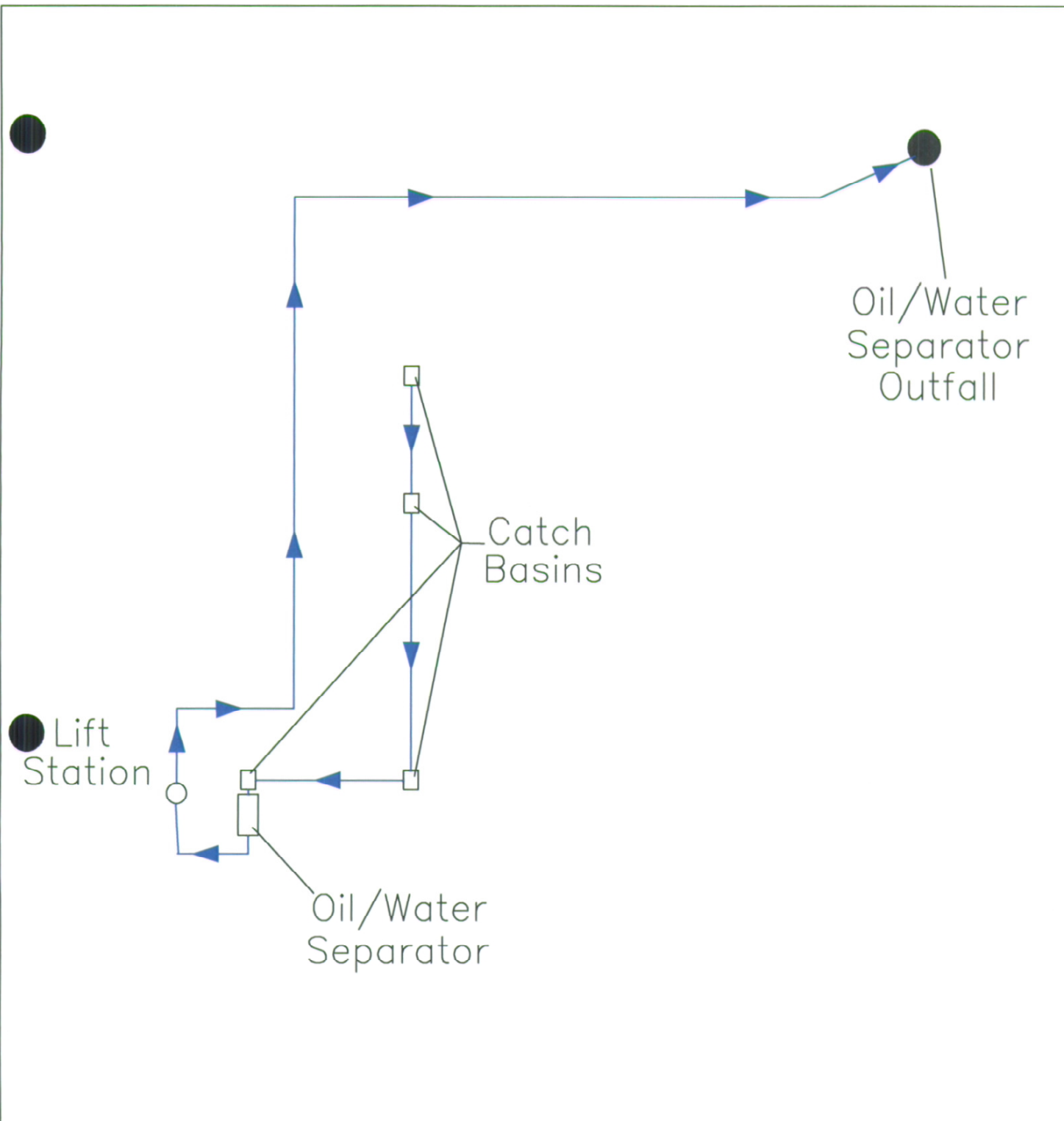
TOPOGRAPHIC MAP

CADDO PARISH, LOUISIANA



121 MCCAREY STREET
SHREVEPORT, LA 71106

Drawn:	KRM
Checked:	BRD
Approved:	BRD
Date:	12/03/2006
Dwg. No.:	S-107-0001-B
FIGURE:	B



LEGEND

 Stormwater and Wash Water Flow Direction

SCALE
FEET



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

FLOW DIAGRAM

CADDO PARISH, LOUISIANA



121 McCAREY STREET
SHREVEPORT, LA 71106

Drawn:	KRM
Checked:	MRP
Approved:	MRP
Date:	12/08/06
Dwg. No.:	S-107-0001-C

FIGURE: C



To: Applicants for Stormwater Discharges Associated with Industrial Activity under the LPDES Multi-Sector General Permit.

Attached is a Notice of Intent (NOI) for Stormwater Discharges Associated with Industrial Activity under the LPDES Multi-Sector General Permit, MSGP, for a Louisiana Pollutant Discharge Elimination System (LPDES) permit, authorized under EPA's delegated NPDES program under the Clean Water Act. To be considered complete, every item on the form must be addressed and the last page signed by an authorized company agent.

Three copies (one original and two copies) of your completed NOI, should be submitted to:

Department of Environmental Quality
Office of Environmental Services
Post Office Box 4313
Baton Rouge, LA 70821-4313
Attention: Permits Division

Please be advised that completion of this NOI may not fulfill all state, federal, or local requirements for facilities of this size and type.

According to L. R. S. 48:385, any discharge to a state highway ditch, cross ditch, or right-of-way shall require approval from:

Louisiana DOTD
Office of Highways
Post Office Box 94245
Baton Rouge, LA 70804-9245
(225) 379-1301

AND

Louisiana DHH
Office of Public Health
6867 Bluebonnet Road, Box 7
Baton Rouge, LA 70810
(225) 765-5044

A copy of the LPDES regulations may be obtained from the Department's website at <http://www.deq.state.la.us/planning/regs/index.htm> or by contacting the Office of Environmental Assessment, Regulations Development Section, Post Office Box 4314, Baton Rouge, Louisiana 70821-4314, phone (225) 219-3550.

After the review of the NOI, this Office will issue written notification to those applicants who are accepted for coverage under this general permit.

For questions regarding this NOI please contact the Water & Waste Permits Division at (225) 219-3181. For help regarding completion of this NOI please contact DEQ, Small Business Assistance at 1-800-259-2890.

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
Office of Environmental Services, Permits Division
Post Office Box 4313
Baton Rouge, LA 70821-4313
PHONE#: (225) 219-3181

LPDES NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER
ASSOCIATED WITH INDUSTRIAL ACTIVITY UNDER THE
LPDES MULTI-SECTOR GENERAL PERMIT
(Attach additional pages if needed.)

Submittal of this Notice of Intent (NOI) constitutes notice that the entity identified in Section I of this form requests authorization by LDEQ's Multi-Sector General Permit for storm water discharges associated with industrial activity in Louisiana. Submittal of the NOI also constitutes notice that the party identified in Section I of this form has read, understands, and meets the eligibility conditions of Part I.B. of the permit; agrees to comply with all applicable terms and conditions of the permit; understands that continued authorization under the permit is contingent on maintaining eligibility for coverage, and that the permittee is required to implement a storm water management program. In order to be granted coverage, all information required on this form must be completed. **Three copies of the completed NOI** (one original and two copies) should be mailed to the Permits Division at the above address.

SECTION I - FACILITY INFORMATION

- A. Permit is to be issued to the following:** (must have operational control over the facility operations - see LAC 33:IX.2501.B and LAC 33:IX.2503.A and B).

1. Legal Name of Applicant (Company, Partnership, Corporation, etc.)

Whited's Wash Pit, Inc.

Facility Name Whited's Wash Pit, Inc.

Mailing Address 10017 Drag Strip Road, Keithville, LA

Zip Code: 71047

If applicant named above is not also the owner, state owner name, phone # and address.

N/A

Please check status:

☐ Federal
☐ State

☐ Parish
☐ Public

☐ Municipal
☒ Private

☐ Other: _____

2. Location of facility. Please provide a specific address, street, road, highway, interstate, and/or River Mile/Bank location of the facility for which the NOI is being submitted.

10017 Drag Strip Road

City Keithville

Zip Code: 71047

Parish Caddo

Front Gate Coordinates:

Latitude- 32 deg. 22 min. 9.3 sec. Longitude- 93 deg. 48 min. 56.9 sec.

Method of Coordinate Determination: GPS

(Quad Map, Previous Permit, website, GPS)

Is the facility located on Indian Lands?

☐ Yes

☒ No

SECTION I - FACILITY INFORMATION (cont.)

B. Discharge Information

1. Indicate the waterbody that will receive the stormwater discharge under this permit.
Open ditch then to an unnamed intermittent creek, then to Boggy Bayou, then to Wallace Lake.
2. If discharge from facility first enters a Municipal Separate Storm Sewer System (MS4), provide the name of the MS4.
N/A
3. SIC Codes/Storm Water Activity Codes applicable to facility:
 Primary Code 4212 Secondary Codes 4953
SIC codes can be obtained from the U. S. Department of Labor internet site at <http://www.osha.gov/oshstats/sicser.html>
4. Sectors of Industrial Activity the facility will be covered under (see Part 1.2.1 of Permit)
Sector P
5. Has the Pollution Prevention Plan has been prepared, including obtaining and attaching a copy of the permit language?
☐ Yes ☒ No
6. Are any historic properties listed or eligible for listing on the National Register of Historic Places located on the facility or in proximity to the discharge?
☐ Yes ☒ No
7. Was the State Historic Preservation Officer (see Permit Part 1.2.3.7) involved in your determination of eligibility?
☒ Yes ☐ No
8. Based on the Endangered Species Guidance (see attached), are any listed endangered or threatened species, or critical habitat, in proximity to the facility?
☐ Yes ☒ No

SECTION II – LAC 33.I.1701 REQUIREMENTS

- A. Does the company or owner have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying in other states? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)
☒ Permits in Louisiana. List Permit Numbers: Solid Waste Standard Permit Pending
☐ Permits in other states (list states): _____
☒ No other environmental permits.
- B. Do you owe any outstanding fees or final penalties to the Department? ☐ Yes ☒ No
 If yes, please explain. _____
- C. Is your company a corporation or limited liability company? ☒ Yes ☐ No
 If yes, is the corporation or LLC registered with the Secretary of State? ☒ Yes ☐ No

According to the Louisiana Water Quality Regulations, LAC 33:IX.2503, the following requirements shall apply to the signatory page in this application:

Chapter 25. Permit Application and Special LPDES Program Requirements

2503. Signatories to permit applications and reports

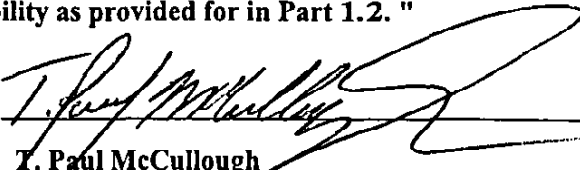
- A. All permit applications shall be signed as follows:
 1. For a corporation - by a responsible corporate officer. For the purpose of this Section responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or
 - (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 2. For a partnership or sole proprietorship - by a general partner or the proprietor, respectively; or
 3. For a municipality, parish, State, Federal or other public agency - either a principal executive officer or ranking elected official. For the purposes of this Section a principal executive officer of a Federal agency includes:
 - (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator of EPA).
- B. All reports required by permits, and other information requested by the state administrative authority shall be signed by a person described in LAC 33:IX.2503.A, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 1. The authorization is made in writing by a person described in LAC 33:IX.2503.A.
 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as a position of plant manager, operator of a well or well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
 3. The written authorization is submitted to the state administrative authority.
- C. Changes to authorization. If an authorization under LAC 33:IX.2503.B is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of LAC 33:IX.2503.B must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Any person signing any document under LAC 33:IX.2503.A or B shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Signatory Requirements

Pursuant to the Water Quality Regulations (specifically LAC 33:IX.2503) promulgated September 1995, the state NOI must be signed by a responsible individual as described in LAC 33:IX.2503 and that person shall make the following certification:

"I certify under penalty of law that I have read and understand the Part 1.2 eligibility requirements for coverage under the multi-sector storm water general permit including those requirements relating to the protection of endangered or threatened species or critical habitat. To the best of my knowledge, the stormwater and allowable non-stormwater discharge authorized by this permit (and discharge related activities) are not likely and will not likely adversely affect endangered or threatened species or critical habitat, or are otherwise eligible for and coverage under Part 1.2.3.6 of the permit. To the best of my knowledge, I further certify that such discharges and discharge related activities do not have an effect on properties listed or eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, or are otherwise eligible for coverage under Part 1.2.3.7 of the permit. I understand that continued coverage under the multi-sector stormwater general permit is contingent upon maintaining eligibility as provided for in Part 1.2. "

Signature 
 Printed Name T. Paul McCullough
 Title President
 Company Whited's Wash Pit, Inc.
 Date 8/30/07
 Telephone (318) 925-1383

CHECKLIST

To prevent any unnecessary delay in the processing of your notice of intent to be covered under the general permit, please take a moment and check to be certain that the following items have been addressed and enclosed:

1. ALL questions and requested information have been answered (N/A if the question or information was not applicable).
2. The appropriate person has signed the signatory page.
4. Please forward the original and two copies of this NOI and all attachments.

ANY NOI THAT DOES NOT CONTAIN ALL OF THE REQUESTED INFORMATION WILL BE CONSIDERED INCOMPLETE. NOI PROCESSING WILL NOT PROCEED UNTIL ALL REQUESTED INFORMATION HAS BEEN SUBMITTED.

NOTE: UPON RECEIPT AND SUBSEQUENT REVIEW OF THE NOI BY THE PERMITS DIVISION, YOU MAY BE REQUESTED TO FURNISH ADDITIONAL INFORMATION IN ORDER TO COMPLETE THE PROCESSING OF THE PERMIT

ENDANGERED SPECIES GUIDANCE

I. INSTRUCTIONS

Below is a list of endangered and threatened species that EPA has determined, and LDEQ concurs, may be affected by the activities covered by the Multi-Sector General Permit (MSGP). These species are listed by parish. In order to get MSGP coverage, applicants must:

- Indicate in box provided on the NOI whether any species listed in this Guidance or critical habitat are in proximity to the facility,
- Certify pursuant to Part 1.2.3.6 that they have followed the procedures found in this Guidance to protect listed endangered and threatened species and designated critical habitat and that the storm water discharges and BMPs to control storm water run off covered under this permit meet the eligibility requirements of Part 1.2.3.6 of this permit. Signature and submittal of the NOI is deemed to constitute the Applicant's certification of eligibility for permit coverage.

To do this, please follow steps 1 through 5 below when developing the pollution prevention plan.

STEP 1: DETERMINE IF THE INDUSTRIAL SITE IS FOUND WITHIN DESIGNATED CRITICAL HABITAT FOR LISTED SPECIES.

Some (but not all) listed species have designated critical habitat. Exact locations of such habitat is provided in the Service regulations at 50 CFR part 17 and part 226. To determine if their industrial activity occurs within (also known as "in proximity to") critical habitat, applicants should either review those regulations or contact the nearest Fish and Wildlife Service (FWS) and National Marine Fisheries Service (NMFS) Office.

Fish and Wildlife Service
646 Cajundome Blvd.
Suite 400
Lafayette, LA 70506
(337) 291-3124

National Marine Fisheries Service
Southeast Regional Office
9721 Executive Center Drive North
St. Petersburg, FL 33702
(727) 570-5301

If the industrial site is not located in designated critical habitat, then the applicant need not consider impacts to critical habitat when following steps 2 through 5. If the applicant's site is located within (i.e. in proximity to) critical habitat then the applicant must look at impacts to critical habitat when following steps 2 through 5.

(It is noted that many measures imposed to protect listed species under steps 2 through 5 will also protect critical habitat. However, obligations to ensure that an action is not likely to result in the destruction or adverse modification of critical habitat are separate from those of ensuring that an action is not likely to jeopardize the existence of threatened and endangered species. Thus, meeting the eligibility requirements of this permit may require measures to protect critical habitat that are separate and distinct from those to protect listed species.).

STEP 2: REVIEW THE PARISH SPECIES LIST TO DETERMINE IF ANY SPECIES ARE LOCATED IN THE PARISH WHERE THE INDUSTRIAL ACTIVITIES OCCUR:

If no species are listed in a facility's parish or if a facility's parish is not found on the list, an applicant is eligible for MSGP coverage and may indicate in the NOI that no species are found in proximity and certify that it is eligible for MSGP coverage under Part 1.2.3.6 of the permit by marking "No" on the NOI. Where a facility is located in more than one parish, the lists for all parishes should be reviewed. *If species are located in the parish, follow step 3 below.*

STEP 3: DETERMINE IF ANY SPECIES MAY BE FOUND "IN PROXIMITY" TO THE INDUSTRIAL ACTIVITY'S STORM WATER DISCHARGES:

A species is in proximity to an industrial activity's storm water discharge when the species is:

- Located in the path or immediate area through which or over which contaminated point source storm water flows from the facility to the point of discharge into the receiving water.
- Located in the immediate vicinity of, or nearby, the point of discharge into receiving waters.
- Located in the area of a site where storm water BMP's are planned or are to be constructed.

The area in proximity to be searched/surveyed for listed species will vary with the size and structure of the facility, the nature and quantity of the storm water discharges, and the type of receiving waters. Given the number of industrial activities potentially covered by the MSGP, no specific method to determine whether species are in proximity is required for permit coverage under the MSGP. Instead, applicants should use the method or methods that best allow them to determine to the best of their knowledge whether species are in proximity to their particular industrial activities. These methods may include:

- Conducting visual inspections: This method may be particularly suitable for facilities that are smaller in size or located in non-natural settings such as highly urbanized areas or industrial parks where there is little or no natural habitat, or for industrial activities that discharge directly into municipal storm water collection systems.
- Contacting the nearest State Wildlife Agency or U.S. Fish and Wildlife Service (FWS) or National Marine Fisheries Service (NMFS) offices. Many endangered and threatened species are found in well-defined areas or habitats. That information is frequently known to State or Federal wildlife agencies.
- Contacting local/regional conservation groups. These groups inventory species and their locations and maintain lists of sightings and habitats.
- Conducting a formal biological survey. Larger facilities with extensive storm water discharges may choose to conduct biological surveys as the most effective way to assess whether species are located in proximity and whether there are likely adverse effects.
- Conducting an Environmental Assessment Under the National Environmental Policy Act (NEPA) Some industrial activities may require environmental assessments under NEPA. Such assessments may indicate if listed species are in proximity. (MSGP coverage does not trigger NEPA because it does not regulate any dischargers subject to New Source Performance Standards under Section 306 of the Clean Water Act. See CWA § 511(c). However, some industrial activities might require review under NEPA because of Federal funding or other Federal nexus.)

If no species are in proximity, an applicant is eligible for MSGP coverage under Part 1.2.3.6 of the permit.

If listed species are found in proximity to a facility, applicants must indicate the location and nature of this presence in the storm water pollution prevention plan and follow step 4 below.

STEP 4: DETERMINE IF SPECIES OR CRITICAL HABITAT COULD BE ADVERSELY AFFECTED BY THE INDUSTRIAL ACTIVITY'S STORM WATER DISCHARGES OR BY BMPs TO CONTROL THOSE DISCHARGES.

Scope of Adverse Effects: Potential adverse effects from storm water include:

- Hydrological. Storm water may cause siltation, sedimentation or induce other changes in the receiving waters such as temperature, salinity or pH. These effects will vary with the amount of storm water discharged and the volume and condition of the receiving water. Where a storm water discharge constitutes a minute portion of the total volume of the receiving water, adverse hydrological effects are less likely.
- Habitat. Storm water may drain or inundate listed species habitat.
- Toxicity. In some cases, pollutants in storm water may have toxic effects on listed species.

The scope of effects to consider will vary with each site. Applicants must also consider the likelihood of adverse effects on species from any BMPs to control storm water. Most adverse impacts from BMPs are likely to occur from the FACILITY activities. However, it is possible that the operation of some BMPs (for example, larger storm water retention ponds) may affect endangered and threatened species.

If adverse effects are determined to be not likely, then the applicant is eligible for MSGP coverage under Part 1.2.3.6 of the permit.

If adverse effects are likely, applicants should follow step 5 below.

STEP 5: DETERMINE IF MEASURES CAN BE IMPLEMENTED TO AVOID ANY ADVERSE EFFECTS:

If an applicant determines that adverse effects are likely, it can receive coverage if appropriate measures are undertaken to avoid or eliminate any actual or potential adverse effects prior to applying for permit coverage. These measures may involve relatively simple changes to the facility activities such as re-routing a storm water discharge to bypass an area where species are located, relocating BMPs, or limiting the size of the industrial activity that will be subject to storm water discharge controls.

At this stage, applicants may wish to contact the FWS and/or NMFS to see what appropriate measures might be suitable to avoid or eliminate adverse impacts to listed species and/or critical habitat. (See 50 CFR 402.13(b)). This can entail the initiation of informal consultation with the FWS and/or NMFS that is described in more detail below at step 6.

If applicants adopt measures to avoid or eliminate adverse effects, they must continue to abide by them during the course of permit coverage. These measures must be described in the storm water pollution prevention plan and may be enforceable as permit conditions.

If appropriate measures to avoid the likelihood of adverse effects are not available to the applicant, the applicant should follow step 6 below.

STEP 6: DETERMINE IF THE ELIGIBILITY REQUIREMENTS OF PART 1.2.3.6 CAN BE MET.

Where adverse effects are likely, the applicant must contact the LDEQ and FWS/NMFS. Applicants may still be eligible for MSGP coverage if any likelihood of adverse effects are addressed through meeting the criteria of Part 1.2.3.6 of the permit if:

- 1.2.3.6.1.2. The applicant's activity has received previous authorization through an earlier consultation or issuance of a Endangered Species Act (ESA) Section 10 permit (incidental taking permit) and that authorization addressed storm water discharges and/or BMPs to control storm water runoff (e.g., developer included impact of entire project in consultation over a wetlands dredge and fill permit under the ESA).
- 1.2.3.6.1.3. The applicant's activity was considered as part of a larger, more comprehensive assessment of impacts on endangered and threatened species and /or critical habitat under Section 10 of the Endangered Species Act that which accounts for storm water discharges and BMPs to control storm water runoff (e.g., where an area-wide habitat conservation plan and Section 10 permit is issued which addresses impacts from industrial activities including those from storm water or a NEPA review is conducted which incorporates ESA procedures).
- 1.2.3.6.1.4. Enter consultation with the FWS and/or NMFS for the applicant's storm water discharges and BMPs to control storm water runoff.

In such cases, the applicant is automatically designated as a non-federal representative. *See* Part 1.2.3.6.4. When conducting consultation as a non-federal representative, applicants should follow the procedures found in 50 CFR 402 the ESA regulations. Applicants must also notify LDEQ and the appropriate FWS/NMFS office of its intention to conduct consultation as a non-federal representative.

Coverage by the MSGP is permissible under Part 1.2.3.6.4 if the consultation results in either: 1) FWS/NMFS written concurrence with a finding of no likelihood of adverse effects (*see* 50 CFR 402.13) or 2) issuance of a biological opinion in which FWS and/or NMFS finds that the action is not likely to jeopardize the continued existence of listed endangered threatened species or result in the adverse modification or destruction of adverse habitat (*see* 50 CFR 403.14(h)).

Any terms and conditions developed through consultations to protect listed species and critical habitat must be incorporated into the pollution prevention plan. As noted above, applicants may, if they wish, initiate consultation during step Four above (upon becoming aware that endangered and threatened species are in proximity to the facility).

The determination of eligibility under the conditions of permit Part 1.2.3.6 shall be documented in the facility's SWPPP and copies of all applicable documents, such as FWS approval letters, included in the SWPPP.

The applicant must comply with any terms and conditions imposed under the eligibility requirements of permit Part 1.2.3.6 to ensure that storm water discharges or BMPs to control storm water runoff are protective of listed endangered and threatened species and/or critical habitat. Such terms and conditions must be incorporated in the applicant's storm water pollution prevention plan.

If the eligibility requirements of Part 1.2.3.6 cannot be met then the applicant may not receive coverage under this permit. Applicants should then consider applying to LDEQ for an individual permit.

This permit does not authorize any "taking" (as defined under Section 9 of the Endangered Species Act) of endangered or threatened species unless such takes are authorized under Section 10 of the Endangered Species Act. Applicants who believe their facility's activities may result in takes of listed endangered and threatened species should be sure to get the necessary coverage for such takes through an individual consultation or Section 10 permit.

This permit does not authorize any storm water discharges or BMPs to control storm water runoff that are likely to jeopardize the continued existence of any species that are listed as endangered or threatened under the Endangered Species Act or result in the adverse modification or destruction of designated critical habitat.

II. ENDANGERED SPECIES PARISH LIST

See <http://www.deq.state.la.us/permits/lpdes/species.pdf>


APPENDIX M

CLIMATE INFORMATION



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www.weather.gov

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SHREVEPORT CLIMATIC AVERAGES 1871 - PRESENT

TEMPERATURE

All time record highest: 110 F on August 18, 1909
All time record lowest: -5 F on February 12, 1899
Temperatures exceed 100 F on average of 6 days per year, 95 F on 32 days per year, and 90 on 87 days per year.

Latest first 90 degree date: June 15, 1976 (91 degrees) and 1997 (90 degrees)
Earliest last 90 degree date: August 21, 1879 (92 degrees)

FREEZES

Average date of the first freeze in autumn: November 15th.
Average date of the last freeze in spring: March 10th.
NOTE: Growing season is 249 days during the year.

Earliest freeze ever in the fall: 32 F on October 19, 1989
Latest freeze ever in the spring: 31 F on April 11, 1989
Latest first freeze to date: 30 F on January 30, 1932 (1931-32 season)
Earliest last freeze to date: 30 F on January 23, 1888

PRECIPITATION

Average annual rainfall: 51.30 inches

Maximum in 24 hours: 12.44 inches on July 24, 1933

Maximum in 1 month: 25.44 inches in July, 1933

Least in 1 month: 0 inches in October, 1963

Maximum in 1 year: 81.99 inches in 1991

Minimum in 1 year: 23.10 inches in 1899

Measurable rainfall days: 98 days; of which 15 days a year received greater than 1 inch or greater than 2 inches on 5 days.

Greatest in 24 hours: 12.44 inches on July 24-25, 1933

Maximum rainfall in a short period of time:

15 min.- 1.74 inches

30 min.- 2.28 inches

1 hour - 3.16 inches

2 hours-5.19 inches

3 hours-6.49 inches

THUNDERSTORM DAYS

Thunderstorms accompany rain on average of 57 days a year.

SNOWFALL

Maximum in 24 hours: 11.0 inches on December 21/22, 1929

Maximum in a single storm: 11.0 inches on December 21/22, 1929

Maximum in 1 month: 12.4 inches in January, 1948

Maximum in 1 season: 15.4 inches in 1929/30

Maximum depth measured: 11.0 inches on December 22, 1929

Measurable snow occurs on average once every two years.

The only Christmas with snow on the ground was December 25, 1929.

ATMOSPHERIC PRESSURE

Highest on record: 30.95 inches on January 5, 1924 and January 10, 1929

Lowest on record: 29.04 inches on February 27, 1902

WIND

Winds greater than 40 mph occur on the average of 12 days a year.

Winds greater than 58 mph (severe) occur on the average of 4 days a year.

Winds greater than 75 mph occur on average of 1 day a year.

The maximum observed wind ever recorded at the Shreveport Regional Airport was 87 mph on November 23, 1983.

The second highest wind speed ever recorded at the Regional Airport was 83 mph on May 3, 1991.

The third highest wind speed ever recorded at the Regional Airport was 81 mph on April 12, 1991 and May 27, 2000.

TORNADOES

33 tornadoes have occurred in the Shreveport/Bossier City area (within a 15 mile radius) since 1916...9 of which were "killer" tornadoes.

Peak winds are estimated, however, but based on damage, 17 of these tornadoes produced peak winds less than 112 mph (F0, F1), while another 10 produced winds of 112 - 157 mph (F2), 3 produced winds of 158 - 206 mph (F3), and 3 produced winds in excess of 206 mph (F4).

Five significant tornadoes occurring within or very near the Shreveport/Bossier City areas were as follows:

April 23, 2000 - Greenwood to Keithville to Southern Trace (South Shreveport) to Elm Grove tornado (F3).

April 23, 2000 - Cross Lake to Downtown Shreveport to Bossier City tornado (F1).

April 3, 1999 - North Shreveport, Benton, Black Cypress Bayou tornado (F4).

January 23, 1996 - South and Southeast Shreveport tornado (F2).

December 3, 1978 - Bossier City tornado (F4).

The Easter Sunday Tornado Outbreak of April 23, 2000 produced 28 tornadoes across the four state region, the largest documented tornado outbreak in one day for this area. Although there were a large number of tornadoes that day, there was no loss of life. Four tornado touchdowns were noted across Caddo and Bossier Parishes with this outbreak. Two of these tornadoes impacted portions of Shreveport, causing moderate to severe damage in the northern and southern sections of town. The tornado that struck North Shreveport developed over Cross Lake (as a waterspout) and moved onto land (as a tornado), eastward into Downtown Shreveport, causing F1 damage. A second tornado (F2) developed near Greenwood and tracked eastward into South Shreveport (near Stagecoach Rd.), destroying several homes and causing extensive damage across South Shreveport, before crossing the Red River into Southern Bossier Parish. This tornado intensified as it cross the river (F3), causing severe damage just south of

Elm Grove. In addition, golfball to softball sized hail had been reported over much of Shreveport and Bossier City as these storms rolled through.

The north Shreveport, Benton, Black Cypress Bayou of April 3, 1999, produced winds in the F4 category in Bossier Parish, with estimated max. winds of about 230 mph. This tornado killed 7 people and injured 93 as it tracked through the Hay Meadow mobile home park and the Black Cypress Bayou areas in Bossier Parish. It destroyed over 250 homes. At Hay Meadow, 66 of the 100 mobile homes were completely destroyed.

The November 15, 1987 tornado that struck from NE of Center, TX to South Shreveport, likely produced a wind gust of 222 mph, 18 miles SSW of Shreveport, near Crossroads in Desoto Parish. At that point, it lifted a 9710 lb. Ford tractor front end loader and dropped it some 1890 ft. downwind. Based on other effects, the storm winds decreased to 150 mph along the Highway 171 west side of Western Electric when it demolished 2 houses and 1 store...the wind assessment based on steel beams. The storm then moved across 171 and turned left, destroying an entire mobile home park (40 homes). The wind gusts had probably decreased to 85-100 mph when it reached the Southern Hills subdivision in South Shreveport.

The Bossier City tornado of December 3, 1978, produced an effective wind gust of about 218 mph in two areas.

Although not related to that of winds of a tornado, a 144 mph wind gust was recorded at Barksdale Air Force Base in Bossier City on April 22, 1997, as a result of a bow echo squall line moving eastward along the I-20 corridor of Northeast Texas and Northern Louisiana.

National Weather Service
Shreveport Weather Forecast Office
5655 Hollywood Avenue
Shreveport, LA 71109
Ph: 318.631.3669 (M-F 8am-4pm)
Web Master's Email: sr-shv.webmaster@noaa.gov
Page last modified: Shreveport 28, 2003

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About Our Organization
Career Opportunities

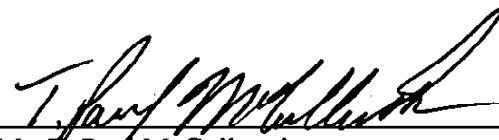
APPENDIX N

CERTIFICATE OF COMPLIANCE

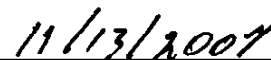
CERTIFICATION OF COMPLIANCE

I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of the Solid Waste Rules and Regulations. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Whited's Wash Pit, Inc.



Mr. T. Paul McCullough
President



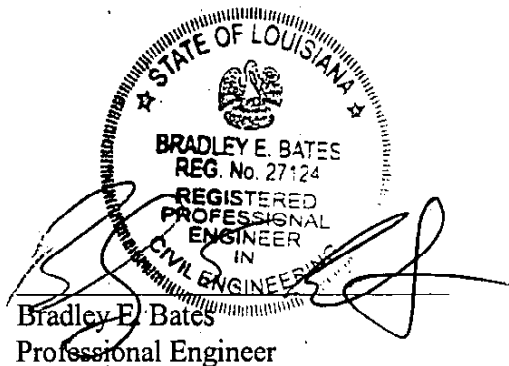
Date

APPENDIX O

ENGINEERING CERTIFICATION

ENGINEERING CERTIFICATION

I certify, based on my review of this permit document that this application for the Solid Waste Permit for the operation of the Type IA and Type IIA Transfer and Processing Facility, owned by Whited's Wash Pit, Inc. meets the requirements outlined in the Louisiana Solid Waste Rules and Regulations. All engineering drawings were previously certified by Ronald Clark Loyd, P.E.

Date 11/8/07Registration No. 27124State LA

APPENDIX P

EMPLOYEE TRAINING MANUAL

WHITED'S WASH PIT, INC.

WHITED'S WASH PIT FACILITY

**AI No. 85869
GPT-017-1865**

EMPLOYEE TRAINING MANUAL

EMPLOYEE TRAINING MANUAL

This Employee Training Manual was developed to train new employees and to serve as refresher training for existing employees. The training program is designed to be presented in a classroom setting where an instructor presents the materials to the employee(s). The training program consists of three appendices: Facility Operational Plan; Emergency Response Contingency Plan; and Health and Safety Plan. These three plans collectively consist of the Employee Training Manual used at the Whited's Wash Pit, Inc. facility.

The Facility Operational Plan outlines the day-to-day operations of the facility during a normal operating day. It explains in detail the types of waste received at the facility, waste handling procedures, personnel, support facilities, traffic control inside the facility, equipment, and Quality Assurance/Quality Control (QA/QC) procedures. Also included is documentation on analytical requirements, waste restrictions, responsibilities, facility maintenance procedures, and procedures during abnormal conditions. The Facility Operational Plan is included as Appendix A.

The Emergency Response and Contingency Plan outlines procedures taken during an emergency situation. The plan outlines the implementation, notification procedures, medical care, and fire fighting facilities. The Emergency Response and Contingency Plan is included as Appendix B.

The Health and Safety Plan is a preventative plan that outlines procedures to minimize accidents at the facility and to ensure the safety of the employees. The plan outlines general health and safety requirements, hazard evaluation, personal protection, and emergency response procedures. The Health and Safety Plan is included as Appendix C.

The information contained within the Facility Operational Plan, the Emergency Response and Contingency Plan, and the Health and Safety Plan is presented to the employees in a classroom setting. Employee training is required at the time of hire for new employees and annually for existing employees. The records of each training program are kept on-site in Whited's recordkeeping system to ensure effective management of the facility.

APPENDIX A

FACILITY OPERATIONAL PLAN

Whited's Wash Pit, Inc.

Type IA and IIA Transfer and Processing Facility

**AI No. 85869
GPT-017-1865**

FACILITY OPERATIONAL PLAN

December 2006

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1.0 INTRODUCTION

This Facility Operational Plan describes the operation of Whited's Wash Pit, Inc. transfer and processing facility, which is comprised of a waste solidification and dewatering facility. The facility provides an environmentally sound method to properly transport and process non-hazardous waste streams that require special handling so that they can be disposed at a permitted industrial landfill that can safely dispose such materials.

2.0 TYPES OF WASTES PROCESSED

Whited's Wash Pit, Inc. facility transports, accepts and processes nonhazardous waste streams only. Waste streams accepted at the facility are listed in the following categories:

- Waste Water and Sediment From Oil/Water Separators;
- Waste from sand and grit separators and chambers;
- Non-hazardous sludge's from Commercial and Industrial Facilities; and
- Non-Hazardous Hydrocarbon Contaminated Media.

The sources of commercial and industrial waste received are from oil/water separator systems, grit chambers, sludge's from industrial and commercial facilities, and non-hazardous waste generated through cleaning or processing.

Whited's Wash Pit, Inc. transports residential and commercial septic waste which is subject to the Solid Waste Transporter Regulations. These waste streams are generated by industrial, commercial and residential sewer lift stations, treatment plants, residential package plants and conventional septic tanks.

The receipt of hazardous waste, batteries and other universal wastes, PCBs, CERCLA wastes, and asbestos is strictly prohibited and prevented by the analytical testing and profiling of the waste stream prior to acceptance and transport.

The maximum quantity of waste to be processed at the facility annually is approximately 1,800 tons per year.

3.0 WASTE-HANDLING PROCEDURES

The majority of incoming waste is delivered to Whited's facility by vacuum truck, although certain low-moisture wastes are transported by dump truck or sealed containers. The processing method for each waste stream is determined by whether the waste will be solidified or dewatered. Prior to acceptance of any waste stream, the material will be profiled through testing, process knowledge and/or MSDS data. All waste is manifested prior to transport to the Whited's Wash Pit, Inc. or other permitted facility. The manifest contains information regarding the generator, physical location, parish/county, and state where the load originated. The manifest lists the type of waste that is being transported to the facility. All locations from which wastes are accepted and the types of incoming waste to the facility are recorded in the daily log listing quantities in gallons or yards.

After the load has been logged in, the truck is directed to a specific waste unloading area depending on the method of handling. Once the truck is unloaded, the truck is washed out, if needed, to remove any remaining solids and the resulting washwater is collected.

The facility generates a small quantity of used oil from maintenance of onsite equipment and transportation vehicles. This used oil is picked up and transported by a properly licensed third party for processing at a facility permitted to receive such materials. None of the used oil is transported by or comes in contact with the waste streams that Whited's handles. A record of all shipments of used oil is maintained at the facility.

Waste De-Watering

Some waste streams are placed in a de-watering roll off container to facilitate removal of free liquids. These containers have a sub floor with perforated bottom and sides. A fabric liner is installed in the container to allow free liquids to seep through capturing the solids. The free liquids are free flowed through a discharge line and collected in the concrete tank. Once a sufficient amount is collected, it is transferred to a wastewater holding tank. This tank is located inside of a concrete secondary containment area. The waste that is collected in the de-watering container is monitored to ensure that enough moisture has been removed to pass a paint filter test for disposal at a properly permitted facility. The de-watering containers are covered with tarp covers to eliminate the inclusion of rainwater when necessary.

Certain waste streams are delivered to the facility that need further dewatering. This can lead to the total concentration of certain constituents in the waste stream being elevated. In order to ensure that regulatory concentrations are not exceeded, calculations can be performed to determine the final concentration of these constituents. This is done by dividing the regulatory limit of the constituent by the actual analyzed concentration. The resulting number is the volume reduction that the material would be once it is dewatered at the facility. An example is:

Concentration of lead in sample = 0.2

TCLP regulatory limit = 5.0

$5.0 \div 0.2 = 25.0$

Thus, the final volume of the waste after dewatering would have to be 1/25 of the original volume prior to dewatering before the constituent would exceed regulatory limits. Any waste streams that have analytical constituents that are near the regulatory limit will be subjected to this calculation to ensure that the material is nonhazardous, even after dewatering.

Waste Solidification

Some wastes streams cannot be de-watered due to clogging of the fabric liner because of small particle size. These wastes are placed in the solidification tank where fine sawdust is blended to absorb free liquids from the waste. They can be introduced into the solidification tank in small increments from a vacuum truck so as to not overload the tank. The sawdust is also introduced in increments to allow for small batch processing, thus ensuring adequate liquid absorption throughout the waste load. As the material is solidified, the waste is

placed in an approved container with sealed rear doors or a poly lined container to ensure that no leakage occurs during transportation to a properly permitted disposal facility. Whited's does not store waste long enough to cause a nuisance, health hazard, or detriment to the environment.

4.0 PERSONNEL

Whited's employs the required number and levels of certified operators per the Louisiana Administrative Code, Title 46:XXIII. The current Operator Certification Certificates are prominently displayed at the facility office.

In accordance with LAC 46:XXIII, the facility is classified as a transfer station (Class B.3). The facility shall have a level "A" operator in responsible charge of the overall operation of solid waste processing facility. Furthermore, the facility shall have either a level "A" or level "B" operator who is present at the facility and in direct charge of the day-to-day operation of the facility when processing.

All processing activities are performed under the direction of the Facility Manager, who is the key person responsible for operations at the facility. The Facility Manager has the training and experience necessary to demonstrate skill in the operation and supervision of all other personnel on site. He is also qualified to operate the facility and all related equipment and is responsible for ensuring the safe operation of all equipment at the facility. The Facility Manager and all other Certified Operators are thoroughly trained in the recognition of various waste streams received at the facility and are able to screen incoming loads for detection of unacceptable types of wastes.

Whited's maintains a record of all employee training as it pertains to safety, hazard recognition, waste profiling, and solid waste worker certification.

5.0 SUPPORT FACILITIES

Support facilities for the site include local emergency response personnel to address emergencies that may arise in the unlikely event that they cannot be handled by onsite personnel. Whited's also utilizes corporate administrative staff to address technical and regulatory questions that may arise.

6.0 TRAFFIC CONTROL

All interior access roads are paved with crushed rock and adequate signage and personnel direct the movement and unloading/loading of all transport vehicles. All traffic within the facility boundaries is required to adhere to the speed limit of 5 miles per hour (mph).

7.0 EQUIPMENT

All equipment associated with operation of the processing facility is periodically inspected and maintained to prevent breakdowns and sustain operating efficiency at the facility.

8.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Wastes processed at the facility are all non-hazardous. All waste streams handled by Whited's are profiled through analysis, process knowledge, and/or MSDS data prior to transport to the facility. Multiple waste stream shipments from a particular generator must be retested annually after the original profiling and testing, or the generator must certify that the process that generated the waste has not changed. The waste undergoes an initial inspection by the driver on site at the point of generation. Once it is delivered to the facility and logged in, the waste undergoes a second more thorough inspection during the unloading of the waste in the designated handling area. Only materials previously profiled are accepted for transporting or processing at the facility. The QA/QC plan covering pre-acceptance and analytical methodologies is in place to ensure that only non-hazardous wastes are handled at the facility.

9.0 ANALYTICAL REQUIREMENTS

Acceptance of any wastes for processing at the facility requires pre-acceptance. Profiling is done through analytical testing, process knowledge, or MSDS data. All analytical testing is performed by a laboratory certified by the LDEQ to perform that particular test battery. All records are maintained onsite for the life of the facility.

Different waste streams require different test batteries to determine their composition and suitability for processing at the facility. These may include, but are not limited to TCLP, corrosivity, ignitability, reactivity, leachability, and moisture content. All sampling is performed according to the most recent version of SW-846.

10.0 WASTE RESTRICTIONS

Only the wastes specified in Section 2.0 above will be processed at the facility. Entry of any other type of waste is strictly forbidden.

11.0 RESPONSIBILITIES

Whited's Wash Pit, Inc., as the operator of the processing facility, is responsible for operating and maintaining the facility and associated equipment in compliance with all appropriate permits, final closure of the site, and maintaining site security.

12.0 FACILITY MAINTENANCE PROCEDURES

All machinery and appurtenances involved in facility operations are periodically inspected and maintained to prevent breakdowns. Maintenance records are maintained at the facility.

The daily inspections performed include insuring that all waste has been placed at the proper containment area. Excessive vegetative growth is removed when such growth prevents

proper access, inspection, or operation. The facility is inspected to insure that a professional appearance and working environment exists.

13.0 PROCEDURES DURING ABNORMAL CONDITIONS

Whited's may temporarily suspend operations during adverse weather conditions. The decision will be made at the discretion of the certified operator present at the facility. The access road to the facility as well as all internal access roads are constructed as all-weather roads and will not be affected by wet weather.

As an additional safety precaution, Whited's is equipped with fire extinguishers, strategically placed throughout the facility, along with qualified employees to operate them. In the event that additional firefighting assistance is needed, the Caddo Parish Fire District 6 will be called. Fire District 6 station is located approximately two miles from the facility and the standard response time is less than five minutes. Medical emergencies that can be treated using first aid are handled on site, while victims of major medical emergencies will be transported to Willis-Knighton South Health Center for treatment, which is located approximately three and a half miles north of the site.

All employees of Whited's Wash Pit, Inc. are trained according to the facility's Health and Safety Plan and are given instruction on the daily operations of the facility. The locations of each fire extinguisher and demonstrations on the correct use of the fire extinguishers are given to all employees at the facility.

APPENDIX B

EMERGENCY RESPONSE AND CONTINGENCY PLAN

Whited's Wash Pit, Inc.

Type IA and IIA Transfer and Processing Facility

**AI No. 85869
GPT-017-1865**

EMERGENCY PROCEDURES AND CONTINGENCY PLAN

December 2006

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Attachments

- | | |
|---|--|
| 1 | Emergency Response and Contingency Site Plan |
|---|--|

1.0 SCOPE

This plan applies to emergency situations such as fires, explosions, natural disasters, or any unplanned sudden or non-sudden release of solid waste. The plan applies to those emergency situations, which are the result of solid waste operations. Procedures described in the plan will be used to minimize hazards to human health and damage to the environment.

2.0 GENERAL PROCEDURES

When a release, spill or potential emergency occurs, any facility operations personnel can make the initial notification to management.

The Facility Manager, or his designee, will coordinate the response to the situation. He will decide, based on the situation status, which additional personnel should be involved. A determination of the impact of the incident will be made and the appropriate agencies will be notified as required.

The Facility Manager will be in charge of supervising the containment, cleanup and disposal of spilled material and of notifying the appropriate agencies, as necessary.

3.0 PLAN OBJECTIVES

The key objectives of the emergency effort are to:

- Prevent injuries.
- Minimize environmental consequences.
- Control problems as they develop at the scene.
- Prevent or limit impact on other facility or off-site areas.
- Provide and assign properly equipped and trained emergency response personnel.
- Minimize outage or downtime.
- Maintain good public relations.

4.0 IMPLEMENTATION

The provisions of this plan must be carried out immediately whenever there is a fire, explosion, release, or natural disaster, which could threaten human health or the environment.

5.0 NOTIFICATION PROCEDURES

In the event of an emergency, which could threaten human health or the environment outside of the facility, the Facility Manager will immediately notify the Louisiana Department of Environment Quality (DEQ) by telephone. The report will include the name and telephone number of the reporter; Whited's Wash Pit, Inc. name and address; date, time and type of incident; extent of injuries; and an assessment of possible hazards to human health or the environment outside facility boundaries.

6.0 MEDICAL CARE

6.1 Hospital

Basic care to minor cuts and injuries is available at the facility. In the event of more serious injuries requiring first aid or doctor's care, the Caddo Parish Fire District 6 shall be notified. In addition, Willis-Knighton Health System South in Shreveport is located approximately 2.5 miles to the northeast on Bert Kouns Industrial Loop.

6.2 Emergency or First Aid Care

Whited's ensures that basic care to minor cuts and injuries shall be provided in the event that it is necessary. However, if an accident occurs and more advanced care is needed, the local 911 service shall be notified and emergency personnel shall dispatch and respond to the scene immediately. The Caddo Parish Fire District 6 station is located approximately three miles southwest of the facility on Old Mansfield Road in Keithville.

7.0 FIRE FIGHTING PROCEDURES

7.1 Fire Protection Facilities

Whited's is equipped with fire extinguishers, strategically placed throughout the facility, along with qualified employees. Employees shall only fight fires that are very small and do not require further assistance. If a situation should arise that is beyond the qualifications of the employees at the Whited's facility, Caddo Parish Fire District 6 shall be notified immediately.

7.2 Outside Source of Fire Protection

In the event that additional firefighting assistance is needed, Caddo Parish Fire District 6 on Old Mansfield Road in Keithville will be called. The parish fire station is located approximately three miles southwest of the facility and the standard response time is less than five minutes.

8.0 EMERGENCY RESPONSE PROCEDURES

8.1 Emergency Telephone Numbers

In the event of fire, explosion, injury, or other accident, telephone the appropriate emergency response group from the following list:

Fire Department	911
Ambulance	911
Hospital	Willis Knighton-South 212-5000

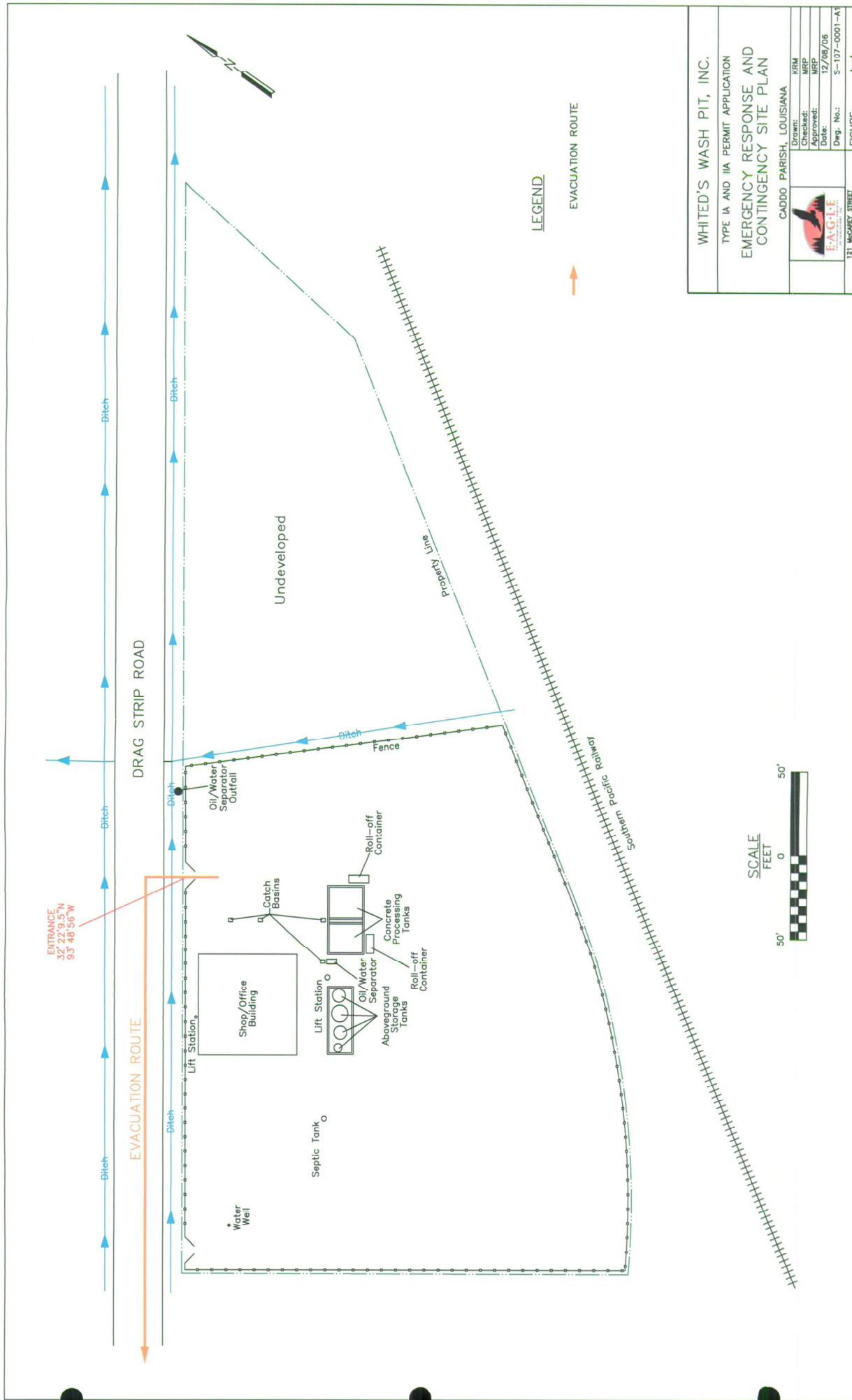
8.2 Evacuation Route

In the case of a fire, explosion, natural disaster, or any unplanned sudden or non-sudden release of solid waste, all operations shall cease at the Whited's facility. Employees and other personnel shall then follow the designated evacuation route for the facility. The designated evacuation route shall be out of the main entrance gate and onto Drag Strip Road in an orderly manner as long as it is safe to do so. All people shall be accounted for to ensure that every employee or person is not in danger or inside the facility. The proper authorities shall also be notified so that the appropriate actions can be taken to correct and gain control of the situation.

The evacuation route is depicted on the Emergency Response and Contingency Site Plan. The Emergency Response and Contingency Site Plan shall be placed in the storage/office building for all employees and personnel to reference in the event that it is needed. The Emergency Response and Contingency Site Plan depicts the facility evacuation route and the locations of fire extinguishers. The Emergency Response and Contingency Site Plan can be found in Attachment 1.

Attachment 1

Emergency Response and Contingency Site Plan



WHITE'S WASH PIT, INC.	
TYPE IA AND IIA PERMIT APPLICATION	
EMERGENCY RESPONSE AND	
CONTINGENCY SITE PLAN	
CADDO PARISH, LOUISIANA	
Drawn: KRM	Checked: MRP
Approved: MRP	Date: 12/05/06
Dwg. No.: S-107-0001-A1	FIGURE: A-1
121 MACKEY STREET SPRINGPORT, LA 71106	

APPENDIX C

HEALTH AND SAFETY PLAN

WHITED'S WASH PIT, INC.

WHITED'S WASH PIT FACILITY

**AI No. 85869
GPT-017-1865**

HEALTH AND SAFETY PLAN

DECEMBER 2006

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1	Health and Safety Forms
2	Heat Stress

1.0 INTRODUCTION

This Health and Safety Plan (HSP) presents health and safety requirements and guidelines for performance of work Whited's Wash Pit, Inc. (Whited's) located in Keithville, Louisiana, Caddo Parish.

Whited's has the primary responsibility for ensuring that their respective employees comply with all Federal, State, and/or local health and safety standards, laws, and rules.

All company personnel have responsibility for implementing this HSP during the performance of all work activities. The Facility Manager has the ultimate responsibility for ensuring that all company personnel follow the guidelines provided in this plan. The Facility Manager directs day-to-day health and safety activities for the company. The Facility Manager is responsible for advising the owners of the company on health and safety matters and monitoring compliance. The Facility Manager has the authority to suspend work when the health and safety of field personnel or the public is threatened and to dismiss individuals from the company for engaging in activities that jeopardize the health or safety of themselves or others.

2.0 GENERAL HEALTH AND SAFETY REQUIREMENTS

2.1 Health and Safety Clearance

Employees must obtain health and safety clearances before beginning work at the site. Clearance includes successful completion of a basic health and safety training course approved by the company.

2.2 Site Health and Safety Officer

The Facility Manager has overall responsibility for site health and safety and is responsible for carrying out the health and safety requirements detailed in this plan. The Facility has the authority to halt work or dismiss people from the company if they do not adhere to this plan. As part of the Facility Manager's responsibilities, he will convey relevant health and safety findings to the company owners such as personal protective equipment used and/or needed. The Facility Manager will maintain a list of addresses and telephone numbers of emergency assistance units (ambulance service, police, and hospitals), and will inform other company employees of the existence and location of this list.

2.3 Safety Meetings

Company safety meetings are held on a quarterly basis.

As a minimum, each meeting agenda must include:

- 1) A review of the HSP.
- 2) Distribution of HSP to each employee.
- 3) Attendee signatures, acknowledging receipt and understanding of the plan or modifications and an agreement to comply.

2.4 Incident Reporting

Injuries, exposures, illnesses, safety infractions, and other incidents specified in the HSP must be reported immediately to the Facility Manager and subsequently documented using the Incident Report form (Attachment 1) within 24 hours of occurrence.

2.5 Visitor Clearances

Visitors will not be allowed within 25 feet of intrusive work, unless they comply with the health and safety requirements of this plan. Site control measures will be used to establish the area visitors are not to enter.

3.0 HAZARD EVALUATION

3.1 Fire Hazard

Petroleum products will be utilized by heavy construction equipment only. Fire extinguishers are available on-site.

General safety guidelines specific to the air curtain destructor are found in Attachment 2.

3.2 Noise

Hearing protection is recommended during work which will demonstrate >85 decibels (OSHA time-weighted average) and/or in locations where normal speech is difficult to interpret at a distance of 3 feet.

3.3 Heat Stress

Due to the Louisiana climate, heat stress is a concern. A fluid replacement drink and water will be made available. Heat stress can result in otherwise uncomfortable weather conditions when protective clothing decreases natural body ventilation. If temperatures on-site exceed 85°F while protective coveralls are being worn, then heat stress monitoring activities will be required (Attachment 3).

4.0 PERSONAL PROTECTION

4.1 List of Items

The following list of personal protective equipment (PPE) will be available on-site for use when needed:

- **Safety goggles or glasses** - must be worn when working when hazards from splashing, chemicals, or debris exist.
- **Leather or cloth work gloves** - must be worn when handling rough or sharp materials.
- **Leather or rubber safety boots, calf-length** - must be worn when working on site.
- **Hardhat** (optional)

5.0 EMERGENCY RESPONSE PROCEDURES

5.1 Emergency Telephone Numbers

In the event of fire, explosion, injury, or other accident, Telephone the appropriate site emergency response group from the following list:

Fire Department - 911

Ambulance - 911

Hospital – Willis Knighton South
212-5000

ATTACHMENT 1
HEALTH AND SAFETY FORMS

ACCIDENT INVESTIGATION FORM**ACCIDENT INFORMATION:**

Location of Accident: _____

Date/Time of Accident: _____

Supervisor at Time of Accident: _____

Date/Time of Accident Report: _____

Was Anyone Injured: ☐ Yes ☐ NoMedical Treatment Required: ☐ Yes ☐ No

Name(s) of Injured: _____

Name(s) of Witnesses: _____

Description of Injuries: _____

Description of Damaged Equipment: _____

Description of Activities When Accident Occurred: _____

SUPERVISOR'S DESCRIPTION OF ACCIDENT:

UNSAFE ACTS OR CONDITIONS:

IMMEDIATE AND LONG RANGE ACTION TAKEN TO PREVENT SIMILAR ACCIDENTS:

Print Name_____
Signature_____
Date

This report must be delivered to the Health & Safety Coordinator within 24 hours of the incident.

Health & Safety Coordinator_____
Signature_____
Date

I, the undersigned, have received a copy of the Health and Safety Plan for the project identified above. I have read the Plan, understand it, and agree to comply with all of the health and safety requirements contained in the Plan. I understand that I may be prohibited from working on the project for violating any of the requirements.

[illegible]

Date _____

SAFETY RECOMMENDATIONS

If you observe a potentially unsafe act or condition, you are responsible for making a safety recommendation to the Health & Safety Coordinator as soon as possible.

OBSERVED INDIVIDUAL OR CONDITION:

DESCRIPTION OF UNSAFE ACT OR CONDITION:

RECOMMENDATIONS:

Print Name

Signature

Date

ATTACHMENT 2

HEAT STRESS

HEAT STRESS

Heat stress occurs when the body's cooling system cannot keep up with its heat production. The human body is designed to function at a certain internal temperature. When metabolism or external sources (such as fire or a hot summer day) cause the body temperature to rise, the body naturally seeks to protect itself by triggering cooling mechanisms. Excess heat is dissipated by two means:

- Changes in blood flow to dissipate heat by convection, which can be seen as "flushing" or reddening of the skin in extreme cases; and
- Perspiration, which is the release of water through skin and sweat glands. While working in hot environments, evaporation of perspiration is the primary cooling mechanism.

If the body's physiological processes fail to maintain a normal body temperature because of excessive heat, a number of physical reactions can occur, ranging from mild (such as fatigue, irritability, anxiety, and decreased concentration, dexterity, or movement) to fatal. The major disorders due to heat stress are heat cramps, heat exhaustion, and heat stroke.

Heat Cramps

Heat cramps are painful spasms which occur in the skeletal muscles of workers who sweat profusely in the heat and drink large quantities of water, but fail to replace the body's lost salts or electrolytes. Drinking water while continuing to lose salt tends to dilute the body's extracellular fluids. Soon, water seeps by osmosis into active muscles and causes pain. Muscles fatigued from work are usually most susceptible to cramps.

Heat Exhaustion

Heat exhaustion is characterized by extreme weakness or fatigue, dizziness, nausea, and headache. In serious cases, a person may vomit or lose consciousness. The skin is clammy and moist, complexion pale or flushed, and body temperature normal or slightly higher than normal. Treatment is rest in a cool place and replacement of body water lost by perspiration. Mild cases may recover spontaneously with this treatment, while severe cases may require care for several days. There are no permanent effects.

Heat Stroke

Heat stroke is a very serious condition caused by the breakdown of the body's heat-regulating mechanism. The skin is very dry and hot with a red, mottled or bluish appearance. Unconsciousness, mental confusion, or convulsions may occur. Without quick and adequate treatment, the result can be death or permanent brain damage. **Get medical assistance quickly.** As first aid treatment, the person should be moved to a cool place. Body heat should be reduced artificially, **but not too rapidly**, by soaking the person's clothes with water and fanning them.

PREVENTION

Steps that can be taken to reduce heat stress include the following:

- **Acclimatize the body.** Allow a period of adjustment to make further heat exposure endurable. It is recommended that a new worker start at 50% of the anticipated total work load for the first day and increase the work load gradually each succeeding day for about a week. Acclimatization can be "lost" if a worker is away from the heat for two weeks.
- **Wear lightly colored clothing, if possible.**
- **Drink more liquids to replace body water lost during sweating.** Examples of acceptable liquids include cool water and most commercially available "sports drinks" (such as Gatorade and PowerAde), which also assist in replenishing electrolytes. Do not drink coffee, tea, or alcoholic beverages.
- **Rest frequently, in shaded areas if possible.**
- **Increase salt consumption.** Sweat is mostly water with smaller amounts of sodium and potassium salts. Replacement fluids should be similar in composition. Thus, salt tablets are usually not necessary and can be harmful. It is better to increase salt on food or drink commercially available preparations that provide the proper balance of water and salts.
- **Work during the early morning and evening hours, if possible.**
- **Pay attention to the "heat index."** The heat index is the "apparent temperature" the body feels when combining air temperature and relative humidity. As the heat index approaches 100, heat cramps and heat exhaustion are possible with prolonged exposure and physical activity. When the heat index exceeds 100, heat cramps and heat exhaustion are likely and heat stroke is possible with prolonged exposure and physical activity.

In work situations where chemical protective clothing is required, cotton long underwear can be worn to reduce heat stress. The cotton will absorb perspiration and will hold it close to the skin. This will provide the body with the maximum cooling available from the limited evaporation that takes place beneath the chemical resistant clothing. It also allows for rapid cooling of the body when the protective clothing is removed.

Air temperature is only one component of heat stress; others are radiant heat, wind velocity, and relative humidity. Other factors include skin color, clothing type and color, and whether an individual is adequately hydrated before working.

APPENDIX Q

FACILITY OPERATIONAL PLAN

Whited's Wash Pit, Inc.

Type IA and IIA Transfer and Processing Facility

**AI No. 85869
GPT-017-1865**

FACILITY OPERATIONAL PLAN

December 2006

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1.0 INTRODUCTION

This Facility Operational Plan describes the operation of Whited's Wash Pit, Inc. transfer and processing facility, which is comprised of a waste solidification and dewatering facility. The facility provides an environmentally sound method to properly transport and process non-hazardous waste streams that require special handling so that they can be disposed at a permitted industrial landfill that can safely dispose such materials.

2.0 TYPES OF WASTES PROCESSED

Whited's Wash Pit, Inc. facility transports, accepts and processes nonhazardous waste streams only. Waste streams accepted at the facility are listed in the following categories:

- Waste Water and Sediment From Oil/Water Separators;
- Waste from sand and grit separators and chambers;
- Non-hazardous sludge's from Commercial and Industrial Facilities; and
- Non-Hazardous Hydrocarbon Contaminated Media.

The sources of commercial and industrial waste received are from oil/water separator systems, grit chambers, sludge's from industrial and commercial facilities, and non-hazardous waste generated through cleaning or processing.

Whited's Wash Pit, Inc. transports residential and commercial septic waste which is subject to the Solid Waste Transporter Regulations. These waste streams are generated by industrial, commercial and residential sewer lift stations, treatment plants, residential package plants and conventional septic tanks.

The receipt of hazardous waste, batteries and other universal wastes, PCBs, CERCLA wastes, and asbestos is strictly prohibited and prevented by the analytical testing and profiling of the waste stream prior to acceptance and transport.

The maximum quantity of waste to be processed at the facility annually is approximately 1,800 tons per year.

3.0 WASTE-HANDLING PROCEDURES

The majority of incoming waste is delivered to Whited's facility by vacuum truck, although certain low-moisture wastes are transported by dump truck or sealed containers. The processing method for each waste stream is determined by whether the waste will be solidified or dewatered. Prior to acceptance of any waste stream, the material will be profiled through testing, process knowledge and/or MSDS data. All waste is manifested prior to transport to the Whited's Wash Pit, Inc. or other permitted facility. The manifest contains information regarding the generator, physical location, parish/county, and state where the load originated. The manifest lists the type of waste that is being transported to the facility. All locations from which wastes are accepted and the types of incoming waste to the facility are recorded in the daily log listing quantities in gallons or yards.

After the load has been logged in, the truck is directed to a specific waste unloading area depending on the method of handling. Once the truck is unloaded, the truck is washed out, if needed, to remove any remaining solids and the resulting washwater is collected.

The facility generates a small quantity of used oil from maintenance of onsite equipment and transportation vehicles. This used oil is picked up and transported by a properly licensed third party for processing at a facility permitted to receive such materials. None of the used oil is transported by or comes in contact with the waste streams that Whited's handles. A record of all shipments of used oil is maintained at the facility.

Waste De-Watering

Some waste streams are placed in a de-watering roll off container to facilitate removal of free liquids. These containers have a sub floor with perforated bottom and sides. A fabric liner is installed in the container to allow free liquids to seep through capturing the solids. The free liquids are free flowed through a discharge line and collected in the concrete tank. Once a sufficient amount is collected, it is transferred to a wastewater holding tank. This tank is located inside of a concrete secondary containment area. The waste that is collected in the de-watering container is monitored to ensure that enough moisture has been removed to pass a paint filter test for disposal at a properly permitted facility. The de-watering containers are covered with tarp covers to eliminate the inclusion of rainwater when necessary.

Certain waste streams are delivered to the facility that need further dewatering. This can lead to the total concentration of certain constituents in the waste stream being elevated. In order to ensure that regulatory concentrations are not exceeded, calculations can be performed to determine the final concentration of these constituents. This is done by dividing the regulatory limit of the constituent by the actual analyzed concentration. The resulting number is the volume reduction that the material would be once it is dewatered at the facility. An example is:

Concentration of lead in sample = 0.2

TCLP regulatory limit = 5.0

$5.0 \div 0.2 = 25.0$

Thus, the final volume of the waste after dewatering would have to be 1/25 of the original volume prior to dewatering before the constituent would exceed regulatory limits. Any waste streams that have analytical constituents that are near the regulatory limit will be subjected to this calculation to ensure that the material is nonhazardous, even after dewatering.

Waste Solidification

Some wastes streams cannot be de-watered due to clogging of the fabric liner because of small particle size. These wastes are placed in the solidification tank where fine sawdust is blended to absorb free liquids from the waste. They can be introduced into the solidification tank in small increments from a vacuum truck so as to not overload the tank. The sawdust is also introduced in increments to allow for small batch processing, thus ensuring adequate liquid absorption throughout the waste load. As the material is solidified, the waste is

placed in an approved container with sealed rear doors or a poly lined container to ensure that no leakage occurs during transportation to a properly permitted disposal facility. Whited's does not store waste long enough to cause a nuisance, health hazard, or detriment to the environment.

4.0 PERSONNEL

Whited's employs the required number and levels of certified operators per the Louisiana Administrative Code, Title 46:XXIII. The current Operator Certification Certificates are prominently displayed at the facility office.

In accordance with LAC 46:XXIII, the facility is classified as a transfer station (Class B.3). The facility shall have a level "A" operator in responsible charge of the overall operation of solid waste processing facility. Furthermore, the facility shall have either a level "A" or level "B" operator who is present at the facility and in direct charge of the day-to-day operation of the facility when processing.

All processing activities are performed under the direction of the Facility Manager, who is the key person responsible for operations at the facility. The Facility Manager has the training and experience necessary to demonstrate skill in the operation and supervision of all other personnel on site. He is also qualified to operate the facility and all related equipment and is responsible for ensuring the safe operation of all equipment at the facility. The Facility Manager and all other Certified Operators are thoroughly trained in the recognition of various waste streams received at the facility and are able to screen incoming loads for detection of unacceptable types of wastes.

Whited's maintains a record of all employee training as it pertains to safety, hazard recognition, waste profiling, and solid waste worker certification.

5.0 SUPPORT FACILITIES

Support facilities for the site include local emergency response personnel to address emergencies that may arise in the unlikely event that they cannot be handled by onsite personnel. Whited's also utilizes corporate administrative staff to address technical and regulatory questions that may arise.

6.0 TRAFFIC CONTROL

All interior access roads are paved with crushed rock and adequate signage and personnel direct the movement and unloading/loading of all transport vehicles. All traffic within the facility boundaries is required to adhere to the speed limit of 5 miles per hour (mph).

7.0 EQUIPMENT

All equipment associated with operation of the processing facility is periodically inspected and maintained to prevent breakdowns and sustain operating efficiency at the facility.

8.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Wastes processed at the facility are all non-hazardous. All waste streams handled by Whited's are profiled through analysis, process knowledge, and/or MSDS data prior to transport to the facility. Multiple waste stream shipments from a particular generator must be retested annually after the original profiling and testing, or the generator must certify that the process that generated the waste has not changed. The waste undergoes an initial inspection by the driver on site at the point of generation. Once it is delivered to the facility and logged in, the waste undergoes a second more thorough inspection during the unloading of the waste in the designated handling area. Only materials previously profiled are accepted for transporting or processing at the facility. The QA/QC plan covering pre-acceptance and analytical methodologies is in place to ensure that only non-hazardous wastes are handled at the facility.

9.0 ANALYTICAL REQUIREMENTS

Acceptance of any wastes for processing at the facility requires pre-acceptance. Profiling is done through analytical testing, process knowledge, or MSDS data. All analytical testing is performed by a laboratory certified by the LDEQ to perform that particular test battery. All records are maintained onsite for the life of the facility.

Different waste streams require different test batteries to determine their composition and suitability for processing at the facility. These may include, but are not limited to TCLP, corrosivity, ignitability, reactivity, bladeability, and moisture content. All sampling is performed according to the most recent version of SW-846.

10.0 WASTE RESTRICTIONS

Only the wastes specified in Section 2.0 above will be processed at the facility. Entry of any other type of waste is strictly forbidden.

11.0 RESPONSIBILITIES

Whited's Wash Pit, Inc., as the operator of the processing facility, is responsible for operating and maintaining the facility and associated equipment in compliance with all appropriate permits, final closure of the site, and maintaining site security.

12.0 FACILITY MAINTENANCE PROCEDURES

All machinery and appurtenances involved in facility operations are periodically inspected and maintained to prevent breakdowns. Maintenance records are maintained at the facility.

The daily inspections performed include insuring that all waste has been placed at the proper containment area. Excessive vegetative growth is removed when such growth prevents

proper access, inspection, or operation. The facility is inspected to insure that a professional appearance and working environment exists.

13.0 PROCEDURES DURING ABNORMAL CONDITIONS

Whited's may temporarily suspend operations during adverse weather conditions. The decision will be made at the discretion of the certified operator present at the facility. The access road to the facility as well as all internal access roads are constructed as all-weather roads and will not be affected by wet weather.

As an additional safety precaution, Whited's is equipped with fire extinguishers, strategically placed throughout the facility, along with qualified employees to operate them. In the event that additional firefighting assistance is needed, the Caddo Parish Fire District 6 will be called. Fire District 6 station is located approximately two miles from the facility and the standard response time is less than five minutes. Medical emergencies that can be treated using first aid are handled on site, while victims of major medical emergencies will be transported to Willis-Knighton South Health Center for treatment, which is located approximately three and a half miles north of the site.

All employees of Whited's Wash Pit, Inc. are trained according to the facility's Health and Safety Plan and are given instruction on the daily operations of the facility. The locations of each fire extinguisher and demonstrations on the correct use of the fire extinguishers are given to all employees at the facility.

APPENDIX R

CLOSURE SCHEDULE AND ESTIMATED CLOSURE COST



Southland
Engineering
Systems, Inc.

9700 Mansfield Rd
Shreveport, LA 71118

e-mail: ronloyd@shreve.net

Ph: 318-686-7600
Fx: 318-686-9127

Whited's Wash Pit, Inc.
10017 Dragstrip Rd
Shreveport, La 71047

November 28, 2006

Dear Mr. McCullough,

As you requested, we are submitting pricing to remove existing waste, test, demolish above ground curbing, close the solidification tanks in place, test subsoil, clean fill the tank cavities and level grade the processing area.

- 1- All existing waste that might be present will be tested for TCLP and RCI if not already profiled.
- 2- The concrete tanks will be power washed, the wash water disposed and the concrete tanks filled.
- 3- The soil around the concrete tanks will be tested to insure no hazardous elements exist. If soil is contaminated, it will be excavated to clean soil thru analytical analysis and the contaminated soil properly disposed. If the hole is clean, select fill will be placed, compacted and level coursed.

COSTS

1—ESTIMATED 45 YARDS OF WASTE TRANSPORTED AND DISPOSED	\$ 2,250.00
2—ANALYTICAL TESTING 3-TCLP/RCI	\$ 3,000.00
3—CONCRETE TANK FILLING INCLUDING WASH WATER DISPOSAL	\$ 2,250.00
4—SELECT FILL, COMPACTING AND LEVEL COURSE	\$ 2,500.00
TOTAL	\$10,000.00

Southland Engineering Systems, Inc. will supply all labor, material, transportation and equipment to complete this project.

Whited's will be responsible for waste profile data, personnel to sign and verify profile and disposal paperwork.

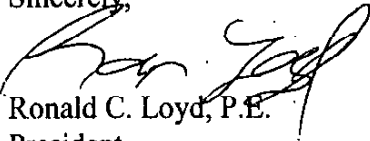
Southland Engineering Systems, Inc. is a licensed Louisiana Engineering Firm.

Project: Whited's Final Closure Estimate

Time Frame: 3 to 5 Weeks From Notice to Proceed

Paul, we appreciate the opportunity to bid this project.

Sincerely,



Ronald C. Loyd, P.E.

President

Southland Engineering Systems, Inc.

APPENDIX S

FINANCIAL ASSURANCE DOCUMENTATION

FINANCIAL ASSURANCE FOR CLOSURE CARE

SOLID WASTE FACILITY FINANICAL GURANTEE BOND

Whited's Wash Pit, Inc.
AI No. 85869
Permit No. 2006001

Date Bond was executed: July 23, 2007
Effective Date: July 23, 2007
Principal: Whited's Wash Pit, Inc.
10017 Drag Strip Road
Keithville, LA 71047
Type of Organization: Corporation
State of Incorporation: Louisiana
Surety: American Contractors Indemnity Company
9841 Airport Boulevard, 9th Floor
Los Angeles, California 90045
Facility Name: Whited's Wash Pit, Inc.
Site Name: Whited's Wash Pit, Inc.
Agency Interest Number: 85869
Site Identification Number: AI No. 85869
Facility Permit Number: 20060001
Current Closure and/or post-closure amount(s) for each facility covered by this bond: \$10,000.00
Total Penal Sum of Bond: \$10,000.00
Surety's Bond Number: 1000774733

Know All Persons By These Presents, That we, the Principal and Surety hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety, but if no limit or liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA) and the Louisiana Environmental Quality Act, R.S. 30:2001, et seq., to have a permit in order to own or operate the solid waste facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit; and

WHEREAS, said principal shall establish a standby trust fund as is required by the Louisiana Administrative Code, Title 33, Part VII, when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after an order to close is issued by the administrative authority or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in LAC 33:VIII.1303 and obtain written approval from the administrative authority if such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the administrative authority from the Surety, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform as guaranteed by this bond, Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the administrative authority.

The Surety hereby waives notification or amendments to closure plans, permits, applicable laws, statutes, rules and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have elapsed beginning on the date that both the Principal and administrative authority received the notice of cancellation, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

Principal and Surety hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33:VIII.1303, and the conditions of the solid waste facility permit so that it guarantees a new closure and/or post closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

Those person whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety, that each Surety hetero is authorized to do business in the state of Louisiana, and that the wording of the surety bond is identical to the wording specified in the LAC 33:VIII.1399.Appendix E, effective on the date this bond was executed.

PRINCIPAL

White's Waste P't Inc.
 Name: T. Paul M. [Signature]
 Title: President

[corporate seal]

CORPORATE SURETIES

American Contractors Indemnity Company
9841 Airport Boulevard, 9th Floor
Los Angeles, California 90045
 State of Incorporation: California
 Liability Limit: \$10,000.00
Misty L. Quick
 Name and Title: Misty L. Quick, Attorney-in-fact

[corporate seal]

Bond Premium: \$400.00 per annum

American Contractors Indemnity Company

9841 Airport Blvd, 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

D.L. Lowes, Misty L. Quick, or Robert L. Love of Kennesaw, Georgia

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ ***** 3,000,000.00 *****. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990:

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By:

Adam S. Pessini
Adam S. Pessini, Executive Vice President

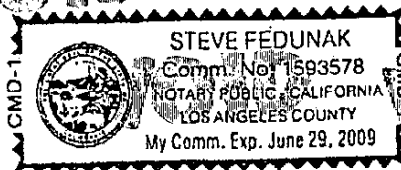
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessini, Executive Vice President of American Contractors Indemnity Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

My Commission expires June 29, 2009



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 23rd day of JULY, 2007.

Bond No. 1000774733

Agency No. 9028

Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary

Capital

| private client group

Bridget Crockett
Trust Officer

Direct Telephone: (225) 381-2237
Toll Free: (800) 572-4372 ext. 12237
Bridget.Crockett@capitalonebank.com

August 27, 2007

Mr. Paul McCullough
Whited's Environmental
10017 Dragstrip Road
Keithville, LA 71047

State of Louisiana Department of Environmental Quality
Financial Services
602 N. 5th Street
Baton Rouge, LA 70802

RE: Solide Waste Facility Trust Agreement/Standby Trust Agreement by and
between Whited's Environmental and Capital One Bank, dated August 20th, 2007

Gentlemen:

This is to certify that Capital One Bank N.A. through its Institutional Client Services
agreed to the administration of the subject trust as Trustee effective August 20, 2007.

Should you need any additional information or have any questions please feel free to
contact me at (225)381-2237 or email bridget.crockett@capitalonebank.com.

Sincerely,


Bridget Crockett
Trust Officer

Enclosure

Capital One, N.A. • P. O. Box 3597 • Baton Rouge, LA 70802 • Phone (225) 381-2237 • Fax (225) 381-2803

Capital One Confidential

SOLID WASTE FACILITY TRUST AGREEMENT/STANDBY TRUST AGREEMENT

WHITED'S WASH PIT, INC.

AI NO. 85869

PERMIT NO. 20060001

Standby Trust Agreement, the "Agreement" entered into as of August 20, 2007 by and between the, Whited's Wash Pit a Louisiana Corporation, the "Grantor," and Capital One Bank, a "a state bank of Louisiana", the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the state of Louisiana, has established certain regulations applicable to the Grantor, requiring that a permit holder or applicant for a permit of a solid waste processing or disposal facility shall provide assurance that funds will be available when needed for liability or closure and/or post-closure care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility identified herein;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected Capital One Bank to be the trustee under this Agreement, and Capital One Bank is willing to act as trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement:

(a). The term *Grantor* means the permit holder or applicant who enters into this Agreement and any successors or assigns of the Grantor.

(b). The term *Trustee* means the Trustee who enters into this Agreement and any successor trustee.

(c). The term *Secretary* means the Secretary of the Louisiana Department of Environmental Quality.

(d). The term *administrative authority* means the Secretary or a person designated by him to act therefor.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

SECTION 3. ESTABLISHMENT OF FUND

The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no third party shall have access to the Fund, except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, in trust, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the administrative authority.

SECTION 4. PAYMENT FOR CLOSURE AND/OR POST-CLOSURE CARE OR LIABILITY COVERAGE

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of closure care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for closure expenditures in such amounts as the administrative authority shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISED BY THE FUND

Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines, which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity

and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

(a). Securities or other obligations of the Grantor, or any owner of the facility or any of their affiliates, as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(b). The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(c). The Trustee is authorized to hold cash awaiting investment or distribution, uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT

The Trustee is expressly authorized, at its discretion:

(a). To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b). To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1, et seq., including one which may be created, managed, or underwritten, or one to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares at its discretion.

SECTION 8. EXPRESS POWERS OF TRUSTEE

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a). To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b). To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c). To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though,

when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all securities are part of the Fund;

(d). To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e). To compromise or otherwise adjust all claims in favor of, or against, the Fund.

SECTION 9. TAXES AND EXPENSES

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and other proper charges and disbursements of the Trustee, shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the administrative authority, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services, as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall, in writing, specify to the Grantor, the administrative authority, and the present Trustee, by certified mail 10 days before such change becomes effective, the date on which it assumes administration of the trust. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the persons designated in the attached Exhibit A or such other persons as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the administrative authority to the Trustee shall be in writing and signed by the administrative authority. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor or administrative authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or administrative authority, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by an instrument, in writing, executed by the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Agreement, as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any direction by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all reasonable expenses incurred in its defense in the event that the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW

This Agreement shall be administered, construed, and enforced according to the laws of the state of Louisiana.

SECTION 20. INTERPRETATION

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized [and their corporate seals to be hereunto affixed] and attested to as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in LAC 33:VII.1399.Appendix D, on the date first written above.

WITNESSES:

Lisa Ambrose
Susie Adams

Its: _____
 (Seal)

GRANTOR:

Whited's Wash Pit, Inc.

T. Paul McCullough
 T. Paul McCullough, President

TRUSTEE:

Bridget Crockett

By: Bridget Crockett-Capital One Trust Officer

Its: _____
 (Seal)

WITNESS:

Peggy Buchanan
 Peggy Buchanan

Julie A. Earle
 Julie A. Earle

Bohon Rouge,
 THUS DONE AND PASSED in my office in LA, on the 27th
 day of August, 20 07, in the presence of Peggy Buchanan and
Julie Earle, competent witnesses, who hereunto sign their names with
 the said appearers and me, Notary, after reading the whole.

John V. Edmonston, Jr.
 Notary Public



JOHN V. EDMONSTON, JR.
 NOTARY PUBLIC
 Louisiana Notary I.D. # 60856
 Parish of East Baton Rouge, Louisiana
 My Commission is issued for life.

Certification of Acknowledgement

STATE OF LOUISIANA
PARISH OF CADDO

BE IT KNOWN, that on this 9th day of August, 2007, before me, the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared T. Paul McCullough, to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of the Whited's Wash Pit, Inc., a corporation, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the President of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and Parish aforesaid, on the day and date first hereinabove written, and in the presence of Lisa Ambrose and Susie Adams, competent witnesses, who have hereunto subscribed their names as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

Lisa Ambrose
Susie Adams

NOTARY PUBLIC:

Kristie A. Berry
55709

Kristie A. Berry
Desoto Parish, LA
My Commission Is For Life

Schedule A

Site ID No.:	AI No. 85869
Site Name:	Whited's Wash Pit, Inc.
Facility Name:	Whited's Wash Pit Inc.
Permit No.:	20060001
Closure Cost Estimate:	\$10,000

Schedule B

The agreement is not presently funded but shall be funded by Performance Bond No. 1000774733 used by Whited's Wash Pit "Grantor" in accordance with the terms of the document dated JULY 23, 2007.

Surety Name: AMERICAN CONTRACTORS INDEMNITY COMPANY

Surety Address: 9841 AIRPORT BLVD., 9TH FL, LOS ANGELES, CAL 90045

Bond Number: 1000774733

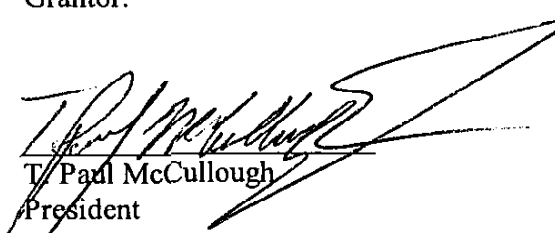
Facility Name: Whited's Wash Pit, Inc.

Facility AI No.: 85869

Facility Permit No.: 20060001

Grantor:

Trustee:


T. Paul McCullough
President



BRIDGET CROCKETT
TRUST OFFICER

Exhibit A

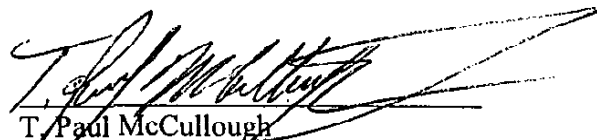
All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated below:

T. Paul McCullough
President


Dennis M. McCullough
Vice President

Ruby S. McCullough
Secretary

GRANTOR:


T. Paul McCullough
President

TRUSTEE:


[Trustee Representative Name]
BRIDGET CROCKETT
TRUST OFFICER

INSURANCE DOCUMENTATION

South Service Road
P. O. Drawer 980
Ruston, LA 71270

THE LINCOLN AGENCY, LLC

318/255-2913
Fax 318-255-5940 - Personal
Fax 318-251-0204 - Commercial

"To be Sure, Insure With us"

Solid Waste Facility Certificate of Liability Insurance

Secretary
Louisiana Department of Environmental Quality
Post Office Box 4303
Baton Rouge, LA 70821-4303

Attention: Office of Management and Finance, Financial Services Division

Dear Sir:

1. Hermitage Insurance Company, the "insurer" of 1311 Mamaroneck Ave. Suite 135, White Plains, NY 10605 hereby certifies that it has issued liability insurance covering bodily injury and property damage to Whited's Wash Pit, Inc. the "insured", of 10017 Dragstrip Road, Keithville, LA 71047 in connection with the insured's obligation to demonstrate financial responsibility under LAC 33:VII.727.A.1. The coverage part applies at GPT-017-1865/AI85869/OU-0268; Whited's Wash Pit, Inc., Permit No. 20060001, 10017 Dragstrip Road, Keithville, LA in Caddo Parish for sudden and accidental occurrences. The limits of liability are \$500,000 per each occurrence and \$500,000 annual aggregate, per site, exclusive of legal-defense costs. The coverage is provided under policy number HGL528788-07, issued on 07/17/07. The effective date of said policy is 07/17/2007.

2. The insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

(b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in LAC33:VII.727.A.1.d.ii, iii, or iv.



South Service Road
P. O. Drawer 980
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318/255-2913
Fax 318-255-5940 - Personal
Fax 318-251-0204 - Commercial

"To be Sure. Insure With us"

- (c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.
- (d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice is received by the administrative authority.
- (e). Any other termination of the insurance will be effective only upon written notice and upon lapse of 30 days after a copy of such written notice is received by the administrative authority.
3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33:VII.727.A.1.d.i.(e) as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business or insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.

Layne Andrew Clark Sr.

Layne Andrew Clark Sr. License number 198798
Agent, The Lincoln Agency, LLC
PO Box 980 Ruston, LA 71270



ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CB WHITE-8	DATE (MM/DD/YYYY) 07/25/07
PRODUCER The Lincoln Agency LLC 504 S. Service Rd. East P.O. BOX 980 USTON LA 71273-0980 Phone: 318-255-2913 Fax: 318-251-0204		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Whited's Wash Pit, Inc. 10017 Dragstrip Road Keithville LA 71047		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hermitage Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL528788-07	07/17/07	07/17/08	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Whited's Wash Pit, Inc.
 Type 1-A
 Industrial Processing Facility
 GPT-017-1865/ AI85869/OU-0268
 Caddo Parish

CERTIFICATE HOLDER**CANCELLATION**

LADEQUA Louisiana Department of Environmental Quality P.O. Box 4303 Baton Rouge LA 70821-4303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE The Lincoln Agency, LLC
---	---

COMMERCIAL GENERAL LIABILITY
CG 00 01 12 04

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider;

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

HIC 500(10/01)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NEW YORK 10605-5222**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR & TERRORISM

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

**BOILER AND MACHINERY COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
EMPLOYER RELATED PRACTICES LIABILITY COVERAGE FORM
FARMOWNER'S COVERAGE FORM
HOMEOWNER'S COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM
OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM**

Notwithstanding any other provisions, this policy does not apply to any loss or damage directly or indirectly arising out of, caused by, or resulting from war, as described in paragraph 1 below, or any act of terrorism, as described in paragraphs 2, 3 and 4 below. Such loss or damage is excluded regardless of (i) any other cause or event contributing to such loss or damage in any way or at any time, or (ii) whether such loss or damage is accidental or intentional.

1. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these. War includes any activity that would be included as an "act of terrorism" in paragraphs 2, 3 and 4 below, but for the fact that such activity was perpetrated by an official, employee or agent of a foreign state acting for or on behalf of such state.
2. An "act of terrorism, as described in paragraphs 3 and 4 below, but only with respect to loss or damage that is not excluded by paragraph 1 above.
3. Any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any act or threat of terrorism, or for the purpose of preventing or minimizing the consequences of any act or threat of terrorism.

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4. An "act of terrorism" means an activity, including the threat of any activity or any preparation for an activity, that:
- a. Causes either:
 - (1) damage to property; or
 - (2) injury to persons, and
 - b. Appears to be intended to:
 - (3) intimidate or coerce a civilian population; or
 - (4) disrupt any segment of an economy; or
 - (5) influence the policy of a government by intimidation or coercion; or
 - (6) affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - (7) advance a political, religious or ideological cause.

Provided, however, that any "act of terrorism" for purposes of this exclusion shall not include any act or threat as described above perpetrated by an official, employee or agent of a foreign state acting for or on behalf of such state.

Coverage under this policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "terrorist activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

A. "Terrorist activity" shall mean any deliberate, unlawful act that:

- 1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
- 2. Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to:
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or

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3. Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section A (3) above shall be considered "terrorism activity" except where the Insured can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:
 1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 2. influence, disrupt or interfere with any government related operations, activities or policies;
 3. intimidate, coerce or frighten the general public or any segment of the general public; or
 4. disrupt or interfere with a national economy or any segment of a national economy.

HIC 500(10/01)

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LOUISIANA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

IL 00 21 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

HIC 382 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LEAD CONTAMINATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY; AND
COVERAGE C, MEDICAL PAYMENTS**

This endorsement modifies the above COVERAGES to exclude any "occurrence" which results in:

- a) "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b) "Property Damage" arising from any form of lead;
- c) "Personal Injury" arising from any form of lead;
- d) "Advertising Injury" arising from any form of lead;
- e) Medical Payments arising from any form of lead;
- f) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or in any way respond to, or assess the effects of lead.
- g) Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

HIC 365 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — ASBESTOS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- 2) The use of asbestos from any goods, products or structures; or
- 3) The removal of asbestos from any goods, products or structures; or
- 4) The manufacture, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos, including but not limited to asbestosis, lung cancer or mesothelioma suffered by any person as a result thereof.

HIC 310 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

It is agreed that service of process in suit may be made upon
INSURANCE COMMISSIONER
STATE OF LOUISIANA

and that any "suit" instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of any appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such "suit" and/or upon the request of the insured to give a written undertaking to the insured that will enter a general appearance upon the Company's behalf in the event a suit shall be instituted.

Further, pursuant to any statute of any State, Territory or District of the United States which makes provision therefor, the Company hereon hereby designates the Superintendents, Commissioner or Director of Insurance or other officers specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or true copy thereof.

HIC 309 (02/02)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10605-5222**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — PUNITIVE AND/OR EXEMPLARY DAMAGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

This insurance does not apply to damages assessed for Punitive and/or Exemplary Damages. If a suit shall have been brought against the Insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, the Company will afford a defense to such action, but the Company shall not have an obligation to pay any cost, interest or damages attributed to punitive or exemplary damages.

HIC 306 (04/98)

HERMITAGE INSURANCE COMPANY

WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Amount and basis of Deductible		Coverage
\$	Per claim	Bodily Injury Liability
\$	Per occurrence	
\$	Per claim	Property Damage Liability
\$	Per occurrence	
\$ 500.	Per claim	Combined Single Limit - Bodily Injury and/or Property Damage
\$ N/A	Per occurrence	

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all losses however caused):

The deductible amount shall also include all allocated expenses, including legal expenses, incurred by the Company in the investigation, negotiation, settlement and defense of any claim or suit seeking damages.

It is agreed that:

- The Company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages, or any combination thereof, to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount(s) stated in the schedule above as applicable to such coverages.
- The deductible amount(s) stated in the schedule apply as follows:
 - PER CLAIM BASIS** - If the deductible is on a "per claim" basis, or any combination thereof, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - PER OCCURRENCE BASIS** - If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof, to all damages because of all bodily injury or property damage as the result of any one occurrence.
- The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the Company for such part.

HIC 182 (05/04)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NEW YORK**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION—INJURY TO INDEPENDENT CONTRACTORS OR THEIR
EMPLOYEES**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA COVERAGE FORM**

This insurance does not apply to claims, costs or expenses due to "bodily injury", "personal injury" or "property damage" sustained by the owner, partner or employee of an independent contractor working for you or on your behalf.

HIC 178 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LAND SUBSIDENCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" included within the "Completed Operations Hazard" or the "Products Hazard" when caused by, resulting from, contributed to or aggravated by the subsidence of land.

Subsidence shall mean earth movement, including but not limited to landslide, mudflow, earth sinking and earth rising or shifting.

HIC 175 (01/00)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAINED PREMIUM ENDORSEMENT

\$ 1,238. Retained Premium

If this insurance is cancelled by the Insured or Company for any reason, and the actual earned premium as calculated by the Company is less than the sum specified above, the Company shall retain the amount specified above.

HIC 160 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage under this policy applies only to those operations described in the Schedule of Insurance, Coverage Parts, declarations and / or endorsements made a part of this policy.

HIC 120 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

The total advance premium is a Deposit Premium and the Minimum Premium for the policy period. If the policy is revised, the Minimum Premium will be revised by the appropriate pro-rata or short-rate factor. The policy period is also the audit period.

PREMIUM ADJUSTMENT AUDIT — If the policy is rated on an adjustable basis, it is subject to a premium audit at the end of the audit period to determine the actual earned premium. The actual earned premium shall not be less than the Minimum Premium, or, if the policy period is revised, the Revised Minimum Premium.

Any premium adjustment due will be made upon completion of the premium audit.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we and the Insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

COMMERCIAL GENERAL LIABILITY
CG 22 94 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion I. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

1. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

**COMMERCIAL GENERAL LIABILITY
CG 22 79 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

**COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability.

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability.

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY
CG 21 47 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 39 10 93

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement.

**COMMERCIAL GENERAL LIABILITY
CG 21 36 03 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of Section II – Who Is An Insured does not apply.

POLICY NUMBER: HGL/528788-07

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Description And Location Of Premises Or Classification:**

ALL LOCATIONS AND OPERATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**COMMERCIAL GENERAL LIABILITY
CG 00 67 03 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III - LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

ENDORSEMENT NO.:

1

This endorsement, effective 12:01 a.m., 07/17/07
 forms a part of policy number: HGL/528788-07
 Issued to: WHITED'S WASH PIT, INC.
 by: Hermitage Insurance Company

Forms Applicable

CG0001	1204	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0067	0305	EXCLUSION-VIOLATION OF STATUTES-E-MAILS, FAX, PHONE CALLS OR OTHER
CG2135	1001	EXCLUSION-MEDICAL PAYMENTS
CG2136	0305	EXCLUSION-NEW ENTITIES
CG2139	1093	CONTRACTUAL LIABILITY LIMITATION
CG2147	0798	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149	0999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167	1204	FUNGI & BACTERIA EXCLUSION
CG2196	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2279	0798	EXCLUSION-CONTRACTORS-PROFESSIONAL LIABILITY
CG2294	1001	EXCLUSION-DAMAGE TO WORK PERFORMED BY SUBCONT. ON YOUR
CG2401	1185	NON-BINDING ARBITRATION
HIC120	0498	MINIMUM DEPOSIT PREMIUM ENDORSEMENT
HIC160	0498	CLASSIFICATION LIMITATION ENDORSEMENT
HIC175	0100	RETAINED PREMIUM ENDORSEMENT
HIC178	0498	EXCLUSION-LAND SUBSIDENCE
HIC182	0504	EXCLUSION TO INDEPENDENT CONTRACTORS OR THEIR EMPLOYEES
HIC306	0498	DEDUCTIBLE LIABILITY INSURANCE
HIC309	0202	EXCLUSION - PUNITIVE AND/OR EXEMPLARY DAMAGE
HIC310	0498	SERVICE OF SUIT
HIC365	0498	EXCLUSION - ASBESTOS
HIC382	0498	EXCLUSION - LEAD CONTAMINATION
HIC500	1001	EXCLUSION-WAR & TERRORISM
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD F
ILN048	0903	LOUISIANA FRAUD STATEMENT